

**EMERGENCY SOLUTIONS GRANT PROGRAM  
SUBRECIPIENT AGREEMENT**

**THIS AGREEMENT**, made and entered into on \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **GREENHOUSE17, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is P.O. Box 55190, Lexington, Kentucky, 40555 (hereinafter referred to as "SUBRECIPIENT");

**WHEREAS**, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development, under the Emergency Solutions Grant program (CFDA 14.231), to provide for the payment of certain eligible expenses under The Coronavirus Aid, Relief, and Economic Security (CARES Act);

**WHEREAS**, the GOVERNMENT'S 2019 Consolidated Plan/Annual Action Plan has been amended to allocate funds in the amount of \$20,000 to the SUBRECIPIENT for the purpose of operating a rapid rehousing program related to preventing, preparing for, and responding to the coronavirus;

**WHEREAS**, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

**WHEREAS**, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

**I. STATEMENT OF WORK**

A. Activities

The SUBRECIPIENT will be responsible for providing case management, prevention, and rapid rehousing services for persons affected by intimate partner violence who are homeless or at risk of homelessness in accordance with the federal regulations at 24 CFR Part 576, and with the regulations that have been developed and/or approved by the GOVERNMENT.

The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of ESG funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

C. Budget and Use of Funds

Grant funds in the amount of \$20,000 shall be used exclusively as follows:

	<b>ESG</b>
<u>Rapid Rehousing</u>	<u>\$20,000</u>
	<b>Total: \$20,000</b>

SUBRECIPIENT must adhere to the Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards, hereinafter referred to as “Continuum of Care” (Exhibit 1) and must adhere to a set of ESG Program Policies and Procedures as approved in writing by the GOVERNMENT and must obtain approval in writing for changes to those Policies and Procedures.

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of ESG ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

D. Matching Funds

No matching funds are required for ESG funding awarded under the CARES Act.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$20,000.

F. Invoicing

The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expenses specified in Paragraph C above.

All requests for payments through this program will be submitted to the Division of Grants and Special Programs for processing.

For Case Management invoices, SUBRECIPIENT shall include copies of employee timesheets, payroll registers, documentation of fringe benefits, and copies of invoices for goods and services for which reimbursement is requested. Monthly invoices shall also include SUBRECIPIENT's documentation and source of matching funds.

Initial enrollment invoices for rapid rehousing will contain:

- the amount of payment
- participant's name and address
- vendor to be paid
- proof of participant income
- proof of rent reasonableness
- utility allowance work sheet
- HMIS 640 report
- rental assistance agreement; and
- completed Housing Barriers Assessment Tool.

Requests for current program enrollees should include:

- amount of payment
- participant's name and address
- vendor to be paid
- proof of participant income if changes have occurred
- HMIS 640 report
- documentation of monthly meeting, and
- completed Housing Barriers Assessment Tool.

In determining eligibility of participants, all federal criteria on definition of “homeless” and “at-risk of homelessness” must be followed. The SUBRECIPIENT shall maintain documentation of program eligibility.

G. Schedule – Time of Performance

The term of this Agreement shall be October 1, 2020, through May 31, 2022.

H. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least monthly beginning no later than three months from the effective date of this Agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the Agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

**II. RECORDS AND REPORTS**

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records documenting homeless and/or at-risk of homelessness status of program participants;

2. Records documenting ineligible clients;
3. Records documenting annual income of program participants;
4. Records documenting rental assistance agreements and payments, utility allowances, shelter and housing standards, emergency shelter facilities, services and assistance provided, coordination with Continuum of Care and other programs, participation in HMIS;
5. Records documenting conflicts of interest. The SUBRECIPIENT must keep records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions;
6. Records documenting Homeless participation (§ 576.405);
7. Records documenting Faith-based activities (§ 576.406);
8. Records documenting financial records which includes supporting documentation for all costs charged to the ESG grant;
9. Records documenting how the SUBRECIPIENT prevented Duplication of Benefits, as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155);
10. Records documenting other federal requirements as detailed below.

**B. Client Data and Other Sensitive Information**

The SUBRECIPIENT must develop and implement written procedures to ensure:

- i) All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting in HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;
- ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
- iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the GOVERNMENT or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of SUBRECIPIENT must be in writing and must be maintained in accordance with this section. The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this

Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five -year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

<b>Quarter</b>	<b>Due</b>
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

Quarterly reports shall provide information on the activities accomplished. Specifically, quarterly reports shall provide information on the number of individuals served by the SUBRECIPIENT and other such information as required by the U.S. Department of Housing and Urban Development (“HUD”) and the GOVERNMENT.

The SUBRECIPIENT must also provide the Division of Grants and Special Programs with quarterly reports describing the clients served. This report shall include data concerning the number, age, sex, race, ethnicity, and family status of the adults and children served under this project along with the HMIS 640 report.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the “Unserved” and the “Program Participant” reports. The Program Participant report shall provide an unduplicated count of the individuals receiving financial assistance under this program and the number of persons who received other types of prevention services. A form will be provided for use in

meeting these reporting requirements. Annual reports shall be submitted to the GOVERNMENT no later than July 30.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200. The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

### III. GENERAL PROGRAM CONDITIONS

The SUBRECIPIENT shall comply with the McKinney-Vento Homeless Assistance Act as amended by the HEARTH ACT of 2009 (42 U.S.C. §§ 11371-11378), and will acknowledge that the funds being provided by the GOVERNMENT for said activity are received by the GOVERNMENT pursuant to Title 42 of the U.S. Code, as well as Title 24, Part 576 of the Code of Federal Regulations. The SUBRECIPIENT also acknowledges and agrees that expenditures of these funds will be in accordance with ESG Program related laws and with all pertinent regulations issued by agencies of the federal government, and will be in accordance with any and all relevant provisions of the CARES Act and any regulations enacted pursuant to the CARES Act.

#### A. HMIS

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide Homeless Management Information System (HMIS) in accordance with HUD standards and the Continuum of Care.

#### B. Coordinated Entry

The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to aid homeless people in the area covered by the Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Continuum of Care's written Coordinated Entry standards. A victim service provider, as defined by HUD, must use the Continuum of Care's centralized or coordinated assessment system and may not opt out of using this system.

#### C. Client Eligibility and Evaluation of Program Participants Eligibility and Needs

The SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of

assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d) and the written standards established under § 576.400(e).

The SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every three (3) months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance as outlined in 24 CFR 576.401(b).

D. Calculating Income

When determining the annual income of an individual or family, the SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609 as outlined in 24 CFR 576.401(c).

E. Case Management

The SUBRECIPIENT shall follow the requirements for housing stability case management outlined in 24 CFR 576.401(e).

F. Terminating Assistance

If a program participant violates program requirements, the SUBRECIPIENT may terminate the assistance in accordance with a formal process established by the SUBRECIPIENT that recognizes the rights of individuals affected. See 24 CFR 576.402.

G. Shelter and Housing Standards

The SUBRECIPIENT certifies that shelters and housing supported by ESG funds and used by ESG beneficiaries will conform to 24 CFR 576.403.

H. Homeless Participation

The SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. See 24 CFR 576.405(a).

If the SUBRECIPIENT is unable to meet this requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). See 24 CFR

576.405(b).

The SUBRECIPIENT certifies that it will involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities. See 24 CFR 576.405(c) and 42 U.S.C. § 11375(d).

#### **IV. PROGRAM INCOME**

“Program Income” means, as provided by 2 CFR 200.80, gross income received by the SUBRECIPIENT directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. For purposes of ESG, program income will also include any amount of a security or utility deposit returned to the SUBRECIPIENT.

The SUBRECIPIENT shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this AGREEMENT.

#### **V. SUSPENSION AND TERMINATION**

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

#### **VI. REVERSION OF ASSETS**

SUBRECIPIENT will return to the GOVERNMENT, upon expiration or termination of this Agreement, any ESG funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of ESG funds, including Program Income, within thirty (30) days after the end of the Agreement term. Any funds held by the GOVERNMENT at the end of the Agreement term or refunded to the GOVERNMENT shall be reallocated by the GOVERNMENT.

The use and disposition of equipment under this AGREEMENT shall be in compliance with the requirements of 2 CFR Part 200.

#### **VII. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

##### **A. Financial & Program Management**

The SUBRECIPIENT shall expend and account for all funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The SUBRECIPIENT acknowledges that is not debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR 570.489(l). Funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

**VIII. ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS**

A. General

The SUBRECIPIENT understands that it is responsible for reviewing all applicable federal laws and regulations and agrees that it shall comply with all applicable federal laws and regulations. The SUPRECIPIENT specifically agrees to comply with all requirements of the ESG program and applicable cross-cutting Federal, State, and Local requirements.

B. Economic Opportunities

Economic Opportunities for Low- and Very Low-income Persons. The SUBRECIPIENT shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, and regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

C. Civil Rights

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 41 CFR Chapter 60.

D. Nondiscrimination and Equal Employment Opportunity

During the performance under this Agreement, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law.

The SUBRECIPIENT shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation.

The SUBRECIPIENT shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 and 12086. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

E. Nondiscrimination and Equal Employment Opportunity in Participation

The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR S.105(a). The SUBRECIPIENT shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familiar status, sexual orientation, or any other basis prohibited by applicable law. The SUBRECIPIENT shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities.

F. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities, Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

G. Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded subrecipients. The SUBRECIPIENT has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

H. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this

AGREEMENT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C §§ 1501 et seq.

I. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

J. Displacement and Relocation

The SUBRECIPIENT must assure that it has taken all reasonable steps to minimize displacement of persons. Relocation must be consistent with requirements as set forth in 24 CFR 576.408.

K. Section 3 of the Housing and Urban Development Act of 1968

The SUBRECIPIENT shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of movement assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, and regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

L. Conflict of Interest

The SUBRECIPIENT shall comply with 2 CFR 200.112 with respect to the use of program funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of program funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may

obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

The SUBRECIPIENT agrees to abide by the ESG Program's Conflict of Interest provisions as expressly detailed in 24 CFR 576.404 regarding Organizational Conflicts of Interest and Personal Conflicts of Interest. All contractors of the SUBRECIPIENT must comply with the same requirements that apply to the SUBRECIPIENT under this section.

#### M. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### N. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

O. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

P. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR 200.325 and 24 CFR 200.310.

Q. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

R. Environmental Conditions

To the extent not waived by HUD or by the provisions of the CARES Act and/or any regulations enacted pursuant to the CARES Act, the SUBRECIPIENT agrees to the following conditions:

1. The SUBRECIPIENT will comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.
2. ESG activities are subject to environmental review by HUD under the environmental regulations in 24 CFR 50. The SUBRECIPIENT, or any contractor of the SUBRECIPIENT, will not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until the GOVERNMENT has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the property.

3. The SUBRECIPIENT will comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. If applicable, the SUBRECIPIENT also shall comply with the Historic Preservation requirements of National Historic Preservation Act of 1966.

S. Lead-Based Paint

1. The SUBRECIPIENT understands that the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants that were built before 1978.
2. The SUBRECIPIENT further understands that the purpose of Subpart K is to establish procedures to eliminate as far as practicable lead-based paint ("LBP") hazards in a residential property that receives Federal assistance under certain HUD programs for acquisition, leasing, support services, or operation.
3. To the extent not waived by HUD or by the provisions of the CARES Act and/or any regulations enacted pursuant to the CARES Act, the SUBRECIPIENT understands and agrees that the SUBRECIPIENT must comply and show evidence of compliance with all applicable subparts of 24 CFR 35, and especially, Subpart K ("LBP Regs") in connection with the grant funds under this Agreement.
4. To the extent not waived by HUD or by the provisions of the CARES Act and/or any regulations enacted pursuant to the CARES Act, the SUBRECIPIENT further understands and agrees that all housing occupied by program participants must meet The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations. For inspections of units for compliance, call the Grant Compliance Supervisor in the Division of Grants and Special Programs.
5. To the extent not waived by HUD or by the provisions of the CARES Act and/or any regulations enacted pursuant to the CARES Act, the SUBRECIPIENT further understands and agrees that the SUBRECIPIENT will be responsible for distributing "Protect Your Family From Lead In Your Home," (EPA-747-K-12-001) to program participants residing in rental units built before 1978. SUBRECIPIENT shall also be responsible for documenting compliance with distribution of this document and placing proof of compliance in each client's file.

VI. **GENERAL CONDITIONS**

- A. The SUBRECIPIENT agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. The SUBRECIPIENT agrees to ensure that no Duplication of Benefits occurs as a result

of assistance provided under this Agreement.

- C. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

For the purposes of this Indemnity Provision:

1. The word “defend” includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT’S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.
  2. The word “claims” includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
  3. The word “losses” includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
- D. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.
- E. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for the GOVERNMENT’S purposes.
- F. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
- G. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims

for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

- H. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- I. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally to the individuals identified in paragraph J below; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) to the email addresses identified in paragraph J below; or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested to the addresses set forth in paragraph J below.
- J. Notices required by this Agreement shall be sent to:

Charlie Lanter  
Director, Grants & Special Programs  
200 E. Main Street, Lexington, KY 40507  
clanter@lexingtonky.gov  
GOVERNMENT

Darlene Thomas  
Executive Director  
P.O. Box 55190, Lexington, KY 40555  
dthomas@greenhouse17.org  
SUBRECIPIENT

- K. All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.
- L. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- M. The GOVERNMENT's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GOVERNMENT to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

N. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties relating to the GOVERNMENT'S allocation of funding to SUBRECIPIENT.

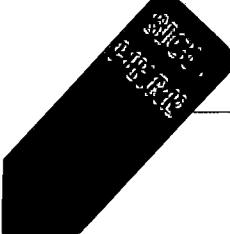
**LIST OF EXHIBITS**

<b>Exhibit 1</b>	Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards
<b>Exhibit 2</b>	Lexington-Fayette Continuum of Care Policies and Procedures for Common Assessment and Coordinated Entry
<b>Exhibit 3</b>	Homeless Checklist & At-risk Checklist
<b>Exhibit 4</b>	Income Checklist
<b>Exhibit 5</b>	Fair Market Rent
<b>Exhibit 6</b>	Rent Reasonableness Policy and Form
<b>Exhibit 7</b>	Eligible Incomes by Family Size
<b>Exhibit 8</b>	Utility Allowance Worksheet
<b>Exhibit 9</b>	Rental Assistance Agreement
<b>Exhibit 10</b>	Recertification Requirements
<b>Exhibit 11</b>	Disclosure of Information on Lead-Based Paint
<b>Exhibit 12</b>	Protect your Family From Lead in Your Home Brochure
<b>Exhibit 13</b>	Treatment of Assets Policy
<b>Exhibit 14</b>	ESG-CV Specific Provisions

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT



*Linda Gorton*

Linda Gorton, Mayor

ATTEST:

*Mackenzie Summers*

Deputy Clerk of Urban County Council

GREENHOUSE17, INC.

BY

*Darlene Thomas*

Darlene Thomas, Executive Director

## **Exhibit 1**

# **Lexington CoC Rapid Rehousing Standards**



# LEXINGTON

*Homelessness Prevention  
& Intervention*

## Lexington CoC Standards for Rapid Re-Housing Programs

As required in 24 CFR 578.7(a)(9) – Responsibilities of the Continuum of Care: the Lexington Continuum of Care (CoC) has developed the following Rapid Re-Housing (RRH) guidelines for the Emergency Solutions Grant (ESG)-funded and CoC-funded programs, to insure:

- Program accountability to individuals and families experiencing homelessness.
- Program compliance with HUD rules and guidance.
- Program uniformity and common client expectations.
- Adequate program staff competence and training, specific to the target population being served.
- All providers of Rapid Re-Housing assistance have a basis of knowledge of best practices, no matter the funding stream.

Rapid Re-Housing is housing created for the purpose of providing an immediate permanent housing situation for moderately vulnerable homeless individuals and families. Common types of RRH include HUD CoC RRH, ESG RRH, and Supportive Services for Veteran Families (SSVF) RRH. Contemporary research has shown RRH to be one of the most effective types of housing in the fight to end homelessness from both a cost and housing stability perspective.

Rapid Re-Housing programs will adopt a housing first philosophy and will participate in the Lexington CoC Coordinated Entry process to ensure the local prioritization of individuals for housing.

For additional specific guidance on the respective RRH Programs, please refer to: Rapid Re-Housing: ESG vs CoC (HUD Guidance): [here](#).

### **ELIGIBILITY:**

All individuals and/or heads of households served must qualify as “homeless” based on Categories 1 or 4 of the “homeless” definition found at 24 CFR 578.3 and **must be referred via Coordinated Entry**.

All Lexington CoC RRH providers will work from the viewpoint of screening people *in* rather than *out*.

1. Head of household must meet must qualify as “homeless” based on Categories 1 or 4 of the “homeless” definition found at 24 CFR 578.3.
2. Programs may not establish additional eligibility requirements beyond those required by this document.

3. Programs cannot disqualify an individual or family because of evictions or poor rental history, criminal history, or credit history.
4. The only reasons programs may have the option to disqualify an individual or family from program entry are:
  - a. Household make-up, provided it does not violate HUD's Fair Housing and Equal Opportunity requirements or HUD's Equal Access Rule (Singles-Only programs can disqualify households with children, Families-Only programs can disqualify single households, etc.)
  - b. RRH subsidy money has been exhausted.

**PERSONNEL (attached job description template)**

**STANDARD:** The program shall be adequately staffed by qualified personnel to ensure quality service delivery, effective program management, and the safety of program participants.

A housing-based case worker and manager are organized and trained professionals that act as positive change agents in holistically assisting individuals/families in achieving and maintaining housing, while concurrently promoting awareness and teaching strategies that reduce the likelihood of a return to homelessness in the future.

Agency must have a staffing contingency plan for staff absences!

**CRITERIA:**

- Homelessness Prevention*
1. The agency selects, for its service staff, only those employees with appropriate knowledge, or experience, for working with individuals and families experiencing homelessness and/or other issues that put individuals or families at risk of housing instability.
  2. The program provides training to all paid and volunteer staff on both the policies and procedures used by the program and on specific skill areas as determined by the program.
  3. The program provides diversity training to all paid and volunteer staff.
  4. All paid and volunteer service staff participates in ongoing and/or external training and professional development to further enhance their knowledge and ability to work with individuals and families experiencing homelessness and/or other issues that put individuals or families at risk of housing instability.
  5. All KYHMIS users must abide by the standard operating procedures found in the Lexington CoC KYHMIS Policies and Procedures manual. Additionally, users must adhere to the privacy and confidentiality terms set forth in the User Agreement and attend all trainings as applicable.
  6. Staff with supervisory responsibilities for overall program operations and agency staff with responsibilities for supervision of the casework, counseling, and/or case management components

shall have, at a minimum, a bachelor's degree in a human service-related field and/ or demonstrated ability and experience that qualifies them to assume such responsibility.

7. All staff must have a written job description that at a minimum addresses the major tasks to be performed and the qualifications required for the position.
8. Case workers' job descriptions direct them to focus on housing and to use strengths based practices.
9. Case workers are trained on RRH case management strategies and related evidence based practices, as well as, program policies and community resources.
10. Case supervisors review current cases and individual service plans on a regular and consistent basis to ensure quality/coordinated services.
11. Program has clear safety procedures for home visits.

**PROGRAM ENROLLMENT PROCESS:**

**STANDARD:** The program will have minimal entry requirements to ensure the most vulnerable of the population are being served. The program will ensure active client participation and informed consent.

**CRITERIA:**

1. The case worker will schedule a face to face meeting with client at a location of the client's choice. This can include the office, a community location such as the library, or emergency shelter.
2. The case worker explains the program rules and expectations prior to admitting the individual or family into the program. These rules and expectations should assure fairness, to avoid arbitrary decisions that may vary from client to client, or staff to staff.
3. The case worker will explain housing first principles and practices to the individual/family.
4. The program will utilize all standardized Lexington CoC forms for enrollment as applicable.
5. The program will maintain KYHMIS Release of Information, documentation including enrollment packet, documentation of homelessness, disability documentation, and other pertinent demographic and identifying data in KYHMIS.
6. Paper files can also be kept as long as they are stored in a secure location.

## **HOUSING IDENTIFICATION:**

**STANDARD:** The program will assist participants in locating safe, affordable housing that meets participants' needs.

### **CRITERIA:**

1. In locating housing, the program considers the needs of the individual or family experiencing homelessness.
2. The program provides assistance in accessing suitable housing. The case worker **will**:
  - a. Complete a housing barriers assessment with the participant household and generate a housing identification plan aimed at addressing identified barriers.
  - b. Provide program participants with a list of potential landlords or housing units for self-guided housing identification efforts.
  - c. Provide 3-4 potential housing options to the program participant within 7 days from program enrollment. An exception will be made in the case of participants whose extreme housing barriers make it impossible for program staff to identify multiple housing options (ex: sex offenders).
  - d. Assist the individual/family with navigating the community in order to facilitate property walk-throughs, application submissions, meeting of property managers, etc. This may include assistance with transportation.
  - e. Advocate with prospective landlords on behalf of the participant to generate partnership with the program and facilitate the housing process.
3. Programs will assess potential housing for compliance with HUD Housing Quality Standards (HQS), lead-based paint, and rent reasonableness and fair market rent standards prior to the participant signing a lease with the landlord, and the program signing a rental assistance agreement with the landlord. See 24 CFR 578.37(a)(1)(ii).
4. The program signs a rental assistance agreement with the landlord.
5. The program participant signs a lease with the landlord.
6. The program and the participant sign a housing stabilization plan.
7. All rent payments made by program participants must be paid directly to the landlord or property owner.

## **FINANCIAL ASSISTANCE STANDARDS:**

**STANDARD:** No RRH project will have a uniform policy for providing rental assistance as this kind of policy is not driven by participant's assessed needs.

All assistance provided through ESG and CoC Programs must benefit households who have an annual income below 30 percent of median household income for the area based on household size, and as updated annually by HUD (with the exception of those who are currently homeless by HUD definition, but must be within 30 percent at 1-year certification). Continued assistance after 12 months through ESG Programs must benefit households who have an annual income at or below 30 percent of Area Median Income (AMI) regardless of homeless status at entry.

**INCOME DETERMINATION (attached income verification forms):** Minimum standards for determination of an individual or family's annual income consist of calculating income in compliance with 24 CFR 5.609. Annual income is defined as all amounts, monetary or not, which:

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Which are not specifically excluded in paragraph (c) of 24 CFR 5.609.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
- Providers will use standardized CoC forms to document income. In verifying income providers are required to obtain third party verification whenever possible. Self-certification or verification is to be accepted only when all efforts have been made to obtain third party verification have not produced results.

**CRITERIA:** The program's minimum standards for Rental Assistance should include:

1. The program employs a progressive approach when determining the amount the household will contribute toward their monthly rent payment. Programs should remain flexible, taking into account the unique and changing needs of the household while staying within program regulations. Programs will review the amount of rental assistance paid for the participating household every 3 months and changes made to the agreement will be determined by continued need and ability of the household to sustain housing long-term. In no event will RRH assistance exceed 24 months. Programs should have written policies and procedures for determining the amount of rent participants pay towards housing costs. ***This amount must be reasonable based on household income – including \$0 for households with no income and 30% of adjusted gross income for households with an income.***
2. The program may provide assistance with:
  - a. Rental application fees
  - b. Security deposits (up to 2 months)
  - c. First and last month's rent
  - d. Property damage (up to 1 month's rent, one time per participant)
  - e. Utility deposits
  - f. One-time moving costs
  - g. Rental arrears (ESG only)
  - h. Utility arrears (ESG only)
3. Participants receive the approval for the minimum amount of financial assistance necessary to prevent homelessness.

4. Providers should work with landlords to provide documentation of financial assistance every 3 months (attached financial assistance contract form).
5. The program will re-evaluate the household for continued income eligibility at least annually. To continue to receive Rapid Re-Housing assistance, a program participant's re-evaluation must demonstrate eligibility based on:
  - a. Lack of resources and support networks. The program participant's household must continue to lack sufficient resources and support networks to retain housing without program assistance.
  - b. Need. The recipient or subrecipient must determine the amount and type of assistance that the individual or family will need to maintain stability in permanent housing.
  - c. If a participant is enrolled in the program for longer than 12 months, the program participant household's annual income must be demonstrated not to exceed 30% of area median income (AMI) as determined by HUD and in accordance with 24 CFR 576.401(b)(1)(i). (ESG only)

#### **CASE MANAGEMENT SERVICES**

**STANDARD:** The program will provide access to case management services by trained staff to each individual or family participating in the program in the person's home, not an office. Case workers are required to maintain a minimum of two contacts per week with participant households.

#### **CRITERIA:**

*Homelessness Prevention*

1. **Case Management:** Component services and activities consist of: (i) Counseling; (ii) Developing, securing, and coordinating services; (iii) Obtaining federal, state and local benefits; (iv) Monitoring and evaluating program participant progress; (v) Developing an individualized housing and service plan, including planning a path to permanent housing stability.
2. **Other Eligible Services** may be provided:
  - a. Child Care
  - b. Education Services
  - c. Employment assistance and job training
  - d. Housing search and counseling services
  - e. Legal services
  - f. Life skills training
  - g. Mental health services
  - h. Outpatient health services
  - i. Substance abuse treatment services
  - j. Transportation

\*\* See 24 CFR 578.53 for more specific information.
3. The case worker will explain case worker and program participant expectations (attached case management expectations form):
  - a. Case workers are expected to:

- i. Work with the client to be housed or stay housed
    - ii. Work with the client on case management tasks to overcome housing barriers
    - iii. Advocate on behalf of the client
    - iv. Refer to community resources and assuring linkage with those resources
    - v. Modify case plans to change with client need
    - vi. Monitor, evaluate, and record client progress
    - vii. Treat clients with dignity and respect
    - viii. Respond to and assist clients in crisis
  - b. Program participants are expected to:
    - i. Work with the case worker to be housed or stay housed
    - ii. Have an active role in planning, reviewing and changing their case plan
    - iii. Follow through on case management tasks
    - iv. Give accurate information about circumstances that may impact their housing
    - v. Assist by making and keeping a safe environment
    - vi. Notify the case worker if a scheduled appointment needs changed
4. Program connects households to community resources that help households maintain a lease and address barriers to housing retention. Program is required to offer households assistance in applying for mainstream benefit assistance. Households have the right to decline—however, participants should understand that assistance is not ongoing and is intended to aid households in becoming self-sufficient.
5. Program improves individual/households understanding of landlord/tenant rights and responsibilities and addresses other issues in the past resulted in housing crisis or housing loss (attached landlord/tenant rights and responsibilities form).
6. Caseload Ratios:
- a. Staff serving clients maintaining housing should not exceed a caseload ratio of 40 clients to one staff member.
  - b. Staff serving initial clients seeking housing should not exceed a caseload ratio of 25 clients to one staff member.
  - c. Staff serving youth should not exceed a caseload ratio of 10 clients to one staff member.

#### **EVICTION**

**STANDARD:** The program will work with participant households to prevent eviction whenever possible. When preventing eviction is not possible, the program will assist households in mitigating negative consequences and establishing subsequent housing.

#### **CRITERIA:**

1. Program will work with participant households to prevent eviction whenever possible. This includes review of lease agreement terms at move-in, engaging participants in resolving issues that arise which threaten housing retention, and mediation with landlords.

2. Should a participant household be unable to remain in housing despite all eviction prevention strategies, the program should work with households to mitigate negative consequences. This includes engaging participants in voluntarily vacating the housing unit to prevent formal eviction proceedings.
3. Eviction does not constitute termination. The program will work to rapidly rehouse any participant household that is evicted from housing.

**TERMINATION**

**STANDARD:** Termination is supposed to be limited to only the most severe cases. Programs will exercise judgement and examine all extenuating circumstances when determining if violations are serious enough to warrant termination.

**CRITERIA:**

1. The program explains the services that are available and encourages each adult household member to participate in program services, but does not make service usage a requirement or the denial of services a reason for disqualification or termination. Although participation in service plans is offered weekly as a resource, participants cannot be terminated for not following through with the plans.
2. To terminate assistance to program participant, the agency must follow the due process provisions set forth in 24 CFR 576.402.
3. To terminate financial assistance and/or housing relocation and stabilization services to program participants, the required formal process, at a minimum, must consist of:
  - Written notice to the program participant containing a clear statement of the reasons for termination;
  - A review of the decision, in which the program participant has the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision;
  - Prompt written notice of the final decision to the program participant.

\*Termination under this section does not preclude the program from providing further assistance at a later date to the same individual or family.

**PARTICIPANT GRIEVANCES:** All providers of RRH programs shall be required to have a written formal termination and grievance policy that is provided to all participants at intake and made available at any time, to enable a participant to dispute an agency decision on eligibility for assistance (or any other reason). The policy must include the method by which an applicant would be made aware of the grievance procedure, and the formal process for review and resolution.

If a participant household violates program requirements, the provider may terminate assistance in accordance with a formal process established above.

**FOLLOW-UP SERVICES**

**STANDARD:** Programs must ensure a continuity of services to all clients exiting their programs. Agencies can provide these services directly or through referrals to other agencies.

**CRITERIA:**

1. Programs develop exit plans with the participant to ensure continued permanent housing stability and connection to community resources, as desired.
2. Programs should attempt to follow up with participants through verbal or written contact at least once 6 months after the client exits the program. A program may provide follow-up services to include identification of additional needs and referral to other agency and community services in order to prevent future episodes of homelessness.
3. Supportive services may be provided up to 6 months after the financial assistance stops.

**EVALUATION AND PLANNING**

**STANDARD:** Ongoing program planning and evaluation will be conducted by the Lexington CoC Program and Evaluation Committee. It will take into consideration the criteria below and any other local data benchmarks as defined by the Program and Evaluation Committee.

**CRITERIA:**

1. The program has written goals and objectives, that are evaluated annually, for its services to meet the outcomes required by HUD performance benchmarks, including:
  - Reduce the length of time program participants experience homelessness. Households served by the program should move into permanent housing in an average of 60 days or less.
  - Maximize permanent housing success rates. Programs should ensure that at least 80% of exiting households exit to a permanent housing destination.
  - Decrease the number of households returning to homelessness. Programs should ensure that at least 95% of households exiting the program do not become homeless again within one year of exit.

## Housing-Based Case Worker Job Description

A housing-based case worker is an **organized and trained professional** that acts as a **positive change agent** in holistically assisting individuals/families in **achieving and maintaining housing**, while concurrently promoting awareness and teaching strategies that **reduce the likelihood of a return to homelessness** in the future.

### Job Knowledge & Core Competencies

Housing-based case workers should possess knowledge in the following areas:

- History of homelessness
- Poverty
- Health & mental health services
- Addictions
- Treatment
- Harm reduction
- Housing
- Hoarding
- Income supports/benefits
- Corrections
- Domestic violence
- Children's services
- Fetal alcohol spectrum disorders
- Brain injuries
- Medication management
- Trauma/abuse

Housing-based case workers should possess the following core competencies:

- Practice motivational interview and exercise active listening;
- Practice assertive engagement;
- Assist service participants in working through the Stages of Change;
- Ability to teach, model, and reflect on actions and attitudes in a range of settings;
- Coordinate and advocate for services as appropriate;
- Help service participants establish foals and an individualized service plan;
- Appropriately prepare documentation;
- Organize and chair case conferences;
- Perform their duties safely, including working safely alone;
- Perform First Aid and CPR, and maintain certification in both;
- Employ Universal Precautions as necessary in specific situations;
- Assess risks and develop appropriate plans to help ensure continuation of service;
- Compete incident reports as necessary in response to specific situations;
- De-escalate and learn from conflict through effective de-briefing;
- Respect privacy and confidentiality in accord with all relevant legislation;
- Perform duties in a culturally competent manner;
- Follow all relevant legislation.

**Form 200  
Verification of Employment**

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The person referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify the income of program participants. The information provided will remain confidential to satisfaction of that stated purpose only. I do hereby authorize the release of this information:

\_\_\_\_\_  
Applicant's Name (print clearly) Signature of Applicant Date

**SECTION TO BE COMPLETED BY THE EMPLOYER**

Employer: \_\_\_\_\_

\_\_\_\_\_  
Address City State Zip

Employee Job Title: \_\_\_\_\_

Presently Employed:  Yes-Employment Start Date \_\_\_\_\_  No-Last day of Employment \_\_\_\_\_

**Current** Rate of Pay: \$ \_\_\_\_\_  
(circle one) hourly weekly bi-weekly semi-monthly monthly yearly other \_\_\_\_\_

Average # of regular hours per week: \_\_\_\_\_

Overtime Rate: \$ \_\_\_\_\_ per hour Average # of overtime hours per week: \_\_\_\_\_

Shift Differential Rate: \$ \_\_\_\_\_ per hour Average # of shift differential hours per week: \_\_\_\_\_

Commissions, bonuses, tips, other: \$ \_\_\_\_\_  
(circle one) hourly weekly bi-weekly semi-monthly monthly yearly other \_\_\_\_\_

List any anticipated change in the employee's rate of pay within the next 12 months: \_\_\_\_\_

If the employee's work is seasonal or sporadic, please indicate the layoff period(s): \_\_\_\_\_

\_\_\_\_\_  
Employer's Signature Employer's Printed Name Date

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_





**Form 202  
Verification of Child Support**

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The person referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify the income of program participants. Please complete all information below.

I do hereby authorize the release of this information:

\_\_\_\_\_  
Applicant's Name (print clearly) Signature of Applicant Date

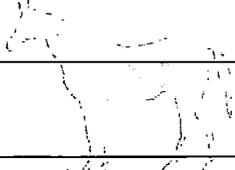
**SECTION TO BE COMPLETED BY CHILD SUPPORT PROVIDER**

Amount of child support payments: \$ \_\_\_\_\_ weekly; \$ \_\_\_\_\_ monthly; \$ \_\_\_\_\_ other

If inconsistent, list total amount in last six months: \$ \_\_\_\_\_

Date child support payments began: \_\_\_\_\_ Date ended: \_\_\_\_\_

Names of children for which payments are made:

Name  \_\_\_\_\_  
Name **LEXINGTON** \_\_\_\_\_  
Name *Homelessness Prevention* \_\_\_\_\_  
Name *& Intervention* \_\_\_\_\_

**I certify this information is true and complete.**

\_\_\_\_\_  
Name (Print) Signature Date

\_\_\_\_\_  
Address City State Zip Telephone

\_\_\_\_\_  
Title or relation to participant (agency if applicable)



**Form 203**  
**Verification of Informal Support**

RE: \_\_\_\_\_ SSN XXX-XX- \_\_\_\_\_  
Applicant's Name (print) (last four digits)

The person referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify all income for the program participant's household. The information provided will remain confidential. Please complete all information below.

I do hereby authorize the release of this information:

\_\_\_\_\_  
Applicant's Name (print clearly) Signature of Applicant Date

**SECTION TO BE COMPLETED BY INFORMAL SUPPORT PROVIDER**

I certify that I provide financial assistance in the amount of \$\_\_\_\_\_  weekly  monthly

The assistance provided is for:

LEXINGTON  
*Homelessness Prevention  
& Intervention*

I certify this information is true and complete.

\_\_\_\_\_  
Name (print) Signature Date

\_\_\_\_\_  
Relationship to Participant Agency (if applicable) Telephone

\_\_\_\_\_  
Address City State Zip



Form 204  
Zero Income Certification

I, \_\_\_\_\_, have applied for emergency or rental assistance through the \_\_\_\_\_ program. Program regulations require verification of all income from participating households. Income includes but is not limited to:

- Gross wages, salaries, overtime pay, commissions, fees, tips and bonuses
- Net income from operation of a business or from rental or real personal property
- Interest, dividends and other net income of any kind for real personal property
- Periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts
- Lump sum payment(s) for the delayed start of a periodic payment (except as provided in 24 CFR 5.609 (b)(5))
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay
- Public assistance
- Alimony and child support payments (whether through the court system or not)
- Regular pay, special pay and allowances of a head of household or spouse who is a member of the Armed Forces (whether or not living in the dwelling)
- Regular monetary gifts from family and/or friends

I have stated during this verification process that I have no income at this time. I have not received income since \_\_\_\_\_ I do not expect to receive any income until \_\_\_\_\_

\_\_\_\_\_ applied for \_\_\_\_\_ (other financial assistance) on \_\_\_\_\_ (date).  
*Homelessness Prevention & Intervention*

I understand that any misrepresentation of information or failure to disclose information requested on this form may disqualify me from participation in the program for which I am applying, and may be grounds for termination of assistance. I certify that the above information is true and correct. I also understand that it is my responsibility to report all changes to my household composition or income when they occur.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_



**Form 205**  
**Income Verification Due Diligence**

RE: \_\_\_\_\_ SSN XXX-XX

The completion of this form is required when source documents and/or third-party verifications of income are not obtainable and/or HUD's preferred method of verifying income is not followed. HUD specifies the following order for income verifications: source documents, written third-party, oral third-party, and self-certification.

Potential reasons for not obtaining source documents: applicant/participant does not receive paystubs due to direct deposit, the first paycheck has not yet been received, social security award letter has been misplaced or lost, etc.

Potential reasons for not obtaining third-party verification include: inability to contact third party, third party refused to provide information, etc.

Efforts reflecting attempts to follow HUD's preferred order include phone calls, e-mails, letters, faxes, etc.

When documenting the efforts and outcomes for phone call attempts, descriptions must include the name and title of the individual, contact number, date and time. Copies of efforts to obtain third-party documentation through e-mail correspondence, certified letters, faxes, etc. should be attached to this document.

Describe the reason(s) for the inability to acquire HUD's preferred income verification:

LEXINGTON  
*Homelessness Prevention  
& Intervention*

Describe efforts to follow HUD's preferred method of verifying income and the outcome:

Document(s) attached:  Yes  No

If yes, specify: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Date



**Form 210  
Verification of Assets**

RE: \_\_\_\_\_ SSN XXX-XX- \_\_\_\_\_  
 Applicant's Name (print) (last four digits)

The above referenced person is an applicant in a federally assisted housing program. Federal regulations require that we verify all assets of the program participants and their household. The information provided will remain confidential to satisfaction of that stated purpose only.

By signing below I authorize the release of this information:

\_\_\_\_\_  
 Participant's Signature Date

**SECTION TO BE COMPLETED BY BANKING INSTITUTION**

	<u>Current Balance</u>	<u>Interest Rate on Account</u>	<u>Date Account Opened</u>
Checking Account #1:	\$ _____	\$ _____	_____
Checking Account #2	\$ _____	\$ _____	_____

	<u>Current Balance</u>	<u>Interest Rate on Account</u>	<u>Date Account Opened</u>
Savings Account #1:	\$ _____	\$ _____	_____

Savings Account #2 *Homelessness Prevention*

<u>Other Accounts Account Type</u>	<u>Current Balance</u>	<u>Interest Rate on Account</u>	<u>Date Account Opened</u>
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____

**I certify this information is accurate.**

\_\_\_\_\_  
 Name (print clearly) Title Signature Date

\_\_\_\_\_  
 Financial Institution Telephone Number

\_\_\_\_\_  
 Address City State Zip



Form 220  
Verification of Child Care Expense

RE: \_\_\_\_\_ SSN XXX-XX-\_\_\_\_\_  
Applicant's Name (print) (last four digits)

The individual referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify expenses paid for the care of dependent children enabling the family member to be employed or to attend school. The amounts provided must be paid out-of-pocket by the participant and may not be reimbursed from another source.

By signing below I authorize the release of this information and certify that I am not reimbursed from any source for the amount paid:

\_\_\_\_\_  
Applicant's Signature Date

**SECTION TO BE COMPLETED BY THE CHILD CARE PROVIDER**

By signing below, I certify that I provide child care services for the above-referenced participant and receive the amount of compensation stated. Please complete all information requested.

Names of children for which payments are made:

\_\_\_\_\_  
Name Name

\_\_\_\_\_  
Name Name

I receive \$ \_\_\_\_\_ weekly for services (OR) I receive \$ \_\_\_\_\_ monthly for services

Date child care began: \_\_\_\_\_ number of hours child care is provided: \_\_\_\_\_ daily

(OR) \_\_\_\_\_ weekly (OR) monthly.

Is any portion of the child care expense paid by another source?  Yes  No

If Yes: Total child care amount: \$ \_\_\_\_\_ Amount paid by another source: \$ \_\_\_\_\_

If amounts are received for child care during holidays, vacations, etc., please provide dates and amount received: \_\_\_\_\_

I certify that this information is accurate:

\_\_\_\_\_  
Child Care Provider Signature Name (print)

\_\_\_\_\_  
Child Care Facility (if applicable) Telephone #

\_\_\_\_\_  
Address City State Zip



**Form 221  
Verification of Attendant Care Expense**

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

The individual referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify attendant care expenses paid for unreimbursed, anticipated costs. The amounts provided must be paid out-of-pocket by the individual or family member and may not be reimbursed from another source.

By signing below I authorize the release of this information and certify that I am not reimbursed from any source for the amount paid:

\_\_\_\_\_  
Applicant's Signature Date

**SECTION TO BE COMPLETED BY ATTENDANT CARE PROVIDER**

By signing below, I certify that I provide attendant care for the above-referenced participant and receive the amount of compensation stated.

Is any portion of the attendant care expense paid by another source?  Yes  No

If Yes: Total amount: \$ \_\_\_\_\_ Amount paid by another source: \$ \_\_\_\_\_

I receive \$ \_\_\_\_\_ weekly for services (OR) I receive \$ \_\_\_\_\_ monthly for services

Date attendant care began: \_\_\_\_\_

Number of hours care is provided: Homelessness Prevention & Intervention daily (OR) Homelessness Prevention & Intervention weekly (OR) monthly.

If amounts are received for attendant care during holidays, vacations, etc, please provide dates and amount received: \_\_\_\_\_

**I certify that this information is true and complete.**

\_\_\_\_\_  
Attendant Care Provider Signature Name (print)

\_\_\_\_\_  
Attendant Care Facility (if applicable) Phone Number

\_\_\_\_\_  
Address City State Zip



**Form 222**  
**Verification of Auxiliary Apparatus Expenses**

RE: \_\_\_\_\_ SSN XXX-XX- \_\_\_\_\_  
 Applicant's Name (print) (last four digits)

The individual referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify the out-of-pocket medical expenses of program participants. This information includes the estimated out-of-pocket medical expenses (e.g. wheelchair, walker ramp, vision impaired expenses, etc.) of participant for the anticipated next 12-month period. If not available, then provide medical expenses for the past 12-month period. Expenses do not include amounts covered by insurance or reimbursed to the participant.

By signing below I authorize the release of this information and certify that I am not reimbursed from any source for the amount paid:

\_\_\_\_\_  
 Applicant's Signature Date

**SECTION TO BE COMPLETED BY DOCTOR OR OFFICE STAFF**

Description of Expenses	Total Out-of-Pocket Amount Paid by Participant	
	Anticipated 12 Mo. (OR)	Last Actual 12 Mo.
Homelessness Prevention & Intervention		

The information is provided by:

\_\_\_\_\_  
 Name (print) Signature Date

\_\_\_\_\_  
 Title Name of Business Phone Number

\_\_\_\_\_  
 Address City State Zip



**Form 223  
Verification of Medical Expenses**

RE: \_\_\_\_\_ SSN XXX-XX- \_\_\_\_\_  
 Applicant's Name (print) (last four digits)

The individual referenced above is a participant in a federally assisted housing program. Federal regulations require that we verify the out-of-pocket medical expenses of program participants. This information must be provided by a third party, such as a doctor or pharmacist, familiar with the actual or estimated out-of-pocket medical expenses of the participant for the next 12-month period. If not available, please provide medical expenses for the past 12-month period. Expenses do not include amounts covered by insurance or reimbursed to the participant.

By signing below I authorize the release of this information and certify that I am not reimbursed from any source for the amount paid:

\_\_\_\_\_  
 Applicant's Signature Date

**SECTION TO BE COMPLETED BY THE DOCTOR, PHARMACIST OR OFFICE STAFF**

Description of Expenses	Total Out-of-Pocket Amount Paid by Participant	
	Anticipated 12 Mo. (OR)	Last Actual 12 Mo.
<i>LEXINGTON</i>		
<i>Homelessness Prevention &amp; Intervention</i>		

The information is provided by:

\_\_\_\_\_  
 Name (print) Signature Date

\_\_\_\_\_  
 Title Name of Business Phone Number

\_\_\_\_\_  
 Address City State Zip



Financial Assistance Contract for Rapid Re-Housing

RE: \_\_\_\_\_ SSN XXX-XX-\_\_\_\_\_  
Applicant's Name (print) (last four digits)

Tenant name: \_\_\_\_\_

Unit address: \_\_\_\_\_

Please indicate the type of financial assistance being provided (check all that apply):

Security Deposit       Utility Deposit       Financial Assistance

This financial assistance contract is by and between \_\_\_\_\_ (Agency Name) and \_\_\_\_\_ (Landlord/Owner). The effective date is \_\_\_\_\_. The total unit rent as identified in the lease is \$ \_\_\_\_\_ per month and is due on the \_\_\_\_\_ day of each month. The owner/landlord agrees to accept and \_\_\_\_\_ (Agency Name) agrees to pay assistance payments for the above referenced tenant for a period not to exceed 24 months or the end of the tenant's lease term.

This financial assistance agreement will terminate on one of the following:

- (1) The tenant moves out of the housing unit voluntarily
- (2) The lease terminates and is not renewed
- (3) The tenant becomes ineligible to receive RRH financial assistance
- (4) If the unit fails to meet the housing quality standards of 24.CFR.982.401(a)
- (5) Immediately upon program funding ending

The landlord/owner further agrees that during the term of this contract, the landlord/owner will provide \_\_\_\_\_ (Agency Name) with copies of any lease violations or notice to vacate the unit that are provided to the tenant.

This financial assistance is intended to assist the tenant in returning to self-sufficiency. As such, the tenant household's income will be reviewed every three months the need for and amount of continued financial assistance. \_\_\_\_\_ (Agency Name) will notify the owner/landlord of any changes in financial assistance.

\$ \_\_\_\_\_ will be/is \_\_\_\_\_ (Agency Name) responsibility (1<sup>st</sup> month's rent)

\$ \_\_\_\_\_ will be/is \_\_\_\_\_ (Agency Name) responsibility (Ongoing)

\_\_\_\_\_  
Landlord/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Date



**Case Management Expectations**

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

As a participant of rapid re-housing assistance provided by \_\_\_\_\_ (Agency Name), case management services are available to my household for the duration of my assistance. The case worker providing this service is expected to make contact with my household a minimum of two times per week.

I understand and acknowledge that the case worker is expected to:

- \_\_\_\_\_ Work with the client to be housed or stay housed
- \_\_\_\_\_ Work with the client on case management tasks to overcome housing barriers
- \_\_\_\_\_ Advocate on behalf of the client
- \_\_\_\_\_ Refer to community resources and assuring linkage with those resources
- \_\_\_\_\_ Modify case plans to change with client need
- \_\_\_\_\_ Monitor, evaluate, and record client progress
- \_\_\_\_\_ Treat clients with dignity and respect
- \_\_\_\_\_ Respond to and assist clients in crisis

I understand and acknowledge that the program participant is expected to:

- \_\_\_\_\_ Work with the case worker to be housed or stay housed
  - \_\_\_\_\_ Have an active role in planning, reviewing and changing their case plan
  - \_\_\_\_\_ Follow through on case management tasks
  - \_\_\_\_\_ Give accurate information about circumstances that may impact their housing
  - \_\_\_\_\_ Assist by making and keeping a safe environment
  - \_\_\_\_\_ Notify the case worker if a scheduled appointment needs changed
- WILMINGTON  
Homelessness Prevention  
& Intervention*

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Date

**Uniform Residential Landlord & Tenant Act (URLTA)  
Tenant/Landlord Rights & Responsibilities Overview**

The Uniform Residential Landlord & Tenant Act (URLTA) is a state law that is adoptable by counties and cities. The counties that choose to adopt the law must adopt it in full- they may not pick and choose what statutes they wish to enforce and which they do not. Out of Kentucky's 120 counties, only about 19 have adopted URLTA. It is important to recognize whether a jurisdiction has adopted the law before relying on it. The following counties have adopted the law: **Fayette**, Jefferson, Oldham, and Pulaski. The following cities have adopted the law: Covington, Newport, Florence, Georgetown, Dayton, Taylor Mill, Ludlow, Bellevue, Melbourne, Barbourville, Bromley, Southgate, Woodlawn, and Silver Grove URLTA details the rights and responsibilities of landlords and tenants. The law can be a very helpful resource and guide for both landlords and tenants, as the expectations and guidelines are laid out in a clearer manner than the counties in which URLTA is not adopted.

**Some of a tenant's rights:**

- \_\_\_\_\_ A tenant has the right to view an apartment and know the bank account in which the security deposit will be held before signing the lease
- \_\_\_\_\_ A tenant has the right to record a list of any damages or defects that exist in an apartment and ask that the landlord sign off on the list before moving into an apartment.
- \_\_\_\_\_ When a tenant is moving out of a unit, the tenant has the right to walk through his or her apartment with the landlord to note any damages, and require that the list be signed by both him or her and the landlord. If the tenant leaves the apartment in good condition the landlord must mail the security deposit to the tenant's most recent address within 30 days. If the tenant does not leave the apartment in good condition, the landlord holds the right to use the security deposit to make necessary repairs- the tenant may require to see the cost of the repairs.

**Some of a tenant's responsibilities:**

- \_\_\_\_\_ A tenant must maintain the apartment clean, take care of the appliances, and throw their trash away in the designated areas
- \_\_\_\_\_ A tenant must pay their rent on time
- \_\_\_\_\_ A tenant must not disturb the peace and safety of their neighbors
- \_\_\_\_\_ A tenant must not break the terms of the written lease
- \_\_\_\_\_ A tenant must inform the landlord when they plan on being away from their apartment for more than 7 days

*Homelessness Prevention  
& Intervention*

**Some of a landlord's rights:**

- \_\_\_\_\_ A landlord may enter a unit to inspect, make repairs, and/or show the unit to prospective tenants, but the landlord must provide the tenant with 2 days notice prior
- \_\_\_\_\_ A landlord may enter into a unit without notice only for emergency purposes. Other than these listed times, a landlord must have a court order to enter into a unit

**Uniform Residential Landlord & Tenant Act (URLTA)  
Tenant/Landlord Rights & Responsibilities Overview.**

**Some of a landlord's responsibilities:**

- \_\_\_\_\_ A landlord must inform the tenant who they pay their rent to and who takes care of maintenance issues
- \_\_\_\_\_ A landlord must maintain a property that is up to local health and safety code to guarantee the well-being of the tenant
- \_\_\_\_\_ A landlord must maintain all appliances of the home in working order (electrical appliances, heating, plumbing, and other included amenities)
- \_\_\_\_\_ A landlord must always provide working hot water
- \_\_\_\_\_ A landlord must assure heat between (October 1-May 1) during the year

**Other:**

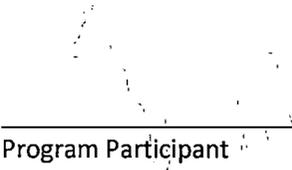
- \_\_\_\_\_ Both the landlord and the tenant must comply with and complete the terms of the rental contract
- \_\_\_\_\_ If there are any problems with a tenant's apartment (such as with the heating, plumbing, the stove, air conditioning), the tenant must give the landlord written notice of the problems
- \_\_\_\_\_ In the case that a landlord does not respond and/or acknowledge the problems, the tenant must contact the necessary local agency, if possible (such as Code Enforcement or the Health Department). If the living situation is a safety hazard, then the tenant should address the lease violation in written form to the landlord. The tenant can therein state that they are giving 30 days notice to vacate the unit unless the landlord cures the problem within 14 days of when he receives the notice (certified mail is necessary to ensure that a landlord receives the mail).
- \_\_\_\_\_ If a landlord cuts off necessary services to a tenant's unit, such as water, heating, etc., the tenant has the right to end the lease with proper notification given.
- \_\_\_\_\_ If a tenant violates the lease, the landlord needs to write out the specific violation and provide the tenant written notice.
- \_\_\_\_\_ If the violation is for non-payment of rent, the landlord must give notice of 7 days to either pay the rent or evict. If the rent is not paid during the period of those 7 days, the landlord may proceed with filing for eviction in court.
- \_\_\_\_\_ If the violation is for non-compliance with the lease, the landlord must give the tenant a notice of 14 days to either cure the problem or evict. If the problem is not cured within the 14 days, the landlord may proceed with filing for eviction in court.
- \_\_\_\_\_ If a tenant is on a month to month lease, either the landlord or the tenant may provide 30 days notice to vacate when ready to end the lease. If a tenant is on a week to week lease, then either the landlord or the tenant may provide 7 days notice to vacate when ready to end the lease.

**Uniform Residential Landlord & Tenant Act (URLTA)  
Tenant/Landlord Rights & Responsibilities Overview**

It is extremely important for a tenant to understand fully what they are signing when they agree to a lease; the lease is the document that will stand as law between a tenant and landlord in court, if ever presented in court. A tenant should be aware of the terms of the lease (the duration of it, how much notice they will need to provide the landlord before vacating at the end of the lease, etc.).

By endorsing below, I acknowledge that my case worker has reviewed tenant/landlord rights and responsibilities under the Uniform Residential Landlord & Tenant Act (URLTA) with me. In addition, I have been provided with a copy of this document as well as contact information for the Lexington Fair Housing Council:

**Lexington Fair Housing Council  
207 E Reynolds Rd, Ste 130  
Lexington, KY 40517  
(859) 971-8067**

 LEXINGTON  
Program Participant \_\_\_\_\_ Date \_\_\_\_\_

Homelessness Prevention  
Agency Representative \_\_\_\_\_ Date \_\_\_\_\_  
& Intervention

**Exhibit 2**

**Lexington CoC Coordinated Entry**

**Policies & Procedures**



**LEXINGTON**

*Homelessness Prevention  
& Intervention*

# **Lexington-Fayette County Continuum of Care**

**Housing Crisis Triage**

**Policies and Procedures**

Version 6  
9\_12\_19

## **Changes to Document**

### **12/1/2017**

1. Combined documents:
  - a. Lexington CoC-DRAFT – Policies and Procedures for Coordinated Entry Placement Committee Process
  - b. Lexington CoC – DRAFT – Policies and Procedures for Common Assessment and Coordinated Entry
2. Updated with CPD-17-01
3. Updated with Department of Veterans Affairs, Memorandum dated 10/17/2017.
4. Dissolve the CoC Placement Committee to an online only process with meetings as needed
5. Addition of BNL rules for denial of housing and length of absence.
6. Additional definitions and clarifications to key terms.
7. Additional clarification of veteran process and confirming veteran status.
8. Requirements of participating community partners for marketing.
9. Addition of Acknowledgment and Agreement from Participating Member Organizations.

### **6/5/2018**

1. Addition of hospitals, FQHCs, and school system as access points for Coordinated Entry.
2. Updated procedure for Step 3, BNL – massive overhaul of policy and procedure to be inclusive of KYHMIS solely with exception for VSP providers.
3. Updated Step 3 with workflow and report instructions. Removal of BaseCamp references.
4. Updated Step 3 to include policy for those scoring for prevention or diversion – self resolve.
5. Additional of Veteran BNL Window Surface tablet and procedures.
6. Updated 90 day policy and refusal of housing for non-veteran BNL.
7. Updated Step 4, Prioritization to include documentation requirement.
8. Updated Step 5 to include Housing Navigation/Intensive Case Management program.
9. Additional clarification of deviation from process including defining review team.
10. Implementation of Homeless Prevention and Intervention Board report.

### **7/17/2018**

1. Corrected VI-SPDAT scoring thresholds as referenced in Step 3 and Definitions and Key Terms.

### **9/12/2019**

1. Change of name from coordinated entry to housing crisis triage.
2. Change wording of housing “crisis pre-screen” to housing “crisis pre-screen”.
3. Updated background section to include updates in the new USICH federal plan to end homelessness.
4. Edits to opening script and addition of closing script.
5. Deviation to process update for spin down of Lexington Rescue Mission Rapid Re-Housing program.

## Background

In June 2010, the United States Interagency Council on Homelessness published *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness*, in which HUD and its Federal partners set goals to end veteran and chronic homelessness by 2015, and end family and youth homelessness and set a path to end all homelessness by 2020. The development of a comprehensive crisis response system in each community, including new and innovative types of system coordination, is central to the plan's key objectives and strategies.

HUD requires each Continuum of Care (CoC) to establish and operate a "centralized or coordinated assessment" (referred to as "coordinated entry", "coordinated crisis pre-screen" or "coordinated entry process") with the goal of increasing the efficiency of local crisis response systems and improving fairness and ease of access to resources, including mainstream resources. Both the Continuum of Care (CoC) Program and Emergency Solutions Grant (ESG) Program interim rules require use of the CoC's coordinated entry process. Coordinated entry processes are intended to help communities prioritize people most in need of assistance.

In July 2018, the United States Interagency Council on Homelessness (USICH) published *Home, Together: The Federal Strategic Plan to Prevent and End Homelessness*, in which the following federal agencies adopted the plan to end homelessness.

*Department of Agriculture*  
*Department of Commerce*  
*Department of Defense*  
*Department of Education*  
*Department of Energy*  
*Department of Health and Human Services*  
*Department of Homeland Security*

*Department of Housing and Urban Development*  
*Department of the Interior*  
*Department of Justice*  
*Department of Labor*  
*Department of Transportation*  
*Department of Veterans Affairs*

*Corporation for National and Community Service*  
*General Services Administration*  
*Office of Management and Budget*  
*Social Security Administration*  
*US Postal Service*  
*White House Office of Faith-Based and Community Initiatives*

Objective 2.3 addresses the need for all communities to implement a coordinated entry to standardize assessment and prioritization processes and streamline connections to housing services. Specifically USAICH and federal partners will focus on the following strategies in which Lexington should implement as best practice.

- **Support the implementation of strong coordinated entry processes that provide effective, low-barrier, comprehensive, and coordinated access to housing and services programs.** Federal partners will assist communities in improving access to programs, standardized assessment, prioritization, and referral processes between systems. This work will include developing guidance and technical assistance to navigate emerging challenges.
- **Encourage a wide range of programs to develop or strengthen partnerships with coordinated entry processes and to implement effective practices for referrals between systems.** Federal partners will encourage schools, early childhood programs, child welfare agencies, health and behavioral health care providers, HIV/AIDS housing and service organizations, affordable housing programs, benefits programs such as Supplemental Security Income and Social Security Disability

Insurance (SSI/SSDI), and other programs to implement processes to identify individuals and families who are experiencing homelessness to connect them to local coordinated entry systems and to connect people identified by the coordinated entry systems to other necessary programs.

- **Strengthen the focus on income and employment within coordinated entry systems to effectively target and connect individuals and families to opportunities** and services needed to attain and sustain income and employment, including job training and apprenticeship programs that create access to career pathways, primary and behavioral health services, early childhood education and child care programs, and resources for young children and youth available through schools and post-secondary institutions.
- **Develop and strengthen best practices in population-specific coordinated entry strategies and processes** to ensure that practices effectively engage people with varied experiences of homelessness, diverse service needs, and differing eligibility for programs and services.

### What is Coordinated Entry?

Coordinated Entry is designed to coordinate

- program participant intake,
- individualized needs,
- housing referrals and
- housing assistance placement.

Coordinated Entry creates a collaborative, objective environment across Lexington-Fayette County that provides an informed way to target housing and supportive services in order to:

- divert people away from the system who can solve their own homelessness;
- quickly move people from street to permanent housing;
- create a more defined and effective role for emergency shelters and transitional housing;
- create an environment of less dedicated time, effort, and frustration on the part of case managers by targeting efforts; and
- end homelessness across Lexington-Fayette County, versus program by program.

The process transitions Lexington-Fayette County from a “first come, first serve” mentality to a mentality that says “now that you are here, let’s determine, together, what might be your next step”.

Compare homelessness in our community to a mass casualty event that sends many people to the hospital emergency department: there will be some serious injuries that require immediate intervention, while others may be able to wait to be treated, and some injuries may not need medical attention at all. The emergency department staff will need to identify whom to treat first and why, based upon the best available evidence. This is the same way Lexington-Fayette County now will look at their community homeless/housing population – **a mass crisis that will need to be triage.**

The terms “Coordinated Access”, “Centralized Intake”, “Coordinated Intake”, and “Coordinated Crisis Pre-Screen” are used interchangeably.

The housing system can feel like a maze for individuals experiencing homelessness. Trying to determine who to talk to, how to get there, and where to begin can seem confusing and overwhelming. Coordinated Entry establishes a system where housing placement isn’t a matter of talking to the right case manager, at the right agency, at the right time.

Coordinated Entry represents standardized access and housing crisis pre-screen for all individuals, as well as a coordinated referral and housing placement process to ensure that people experiencing homelessness receive appropriate assistance with both immediate and long-term housing and service needs. The entire Coordinated Entry process uses a “no wrong door” approach, while doing so through a standardized process from initial engagement to successful housing placement.

In a data-driven and evidence-based manner, providers across Lexington-Fayette County are establishing strategic partnerships to better serve our fellow community members experiencing homelessness.

### What Will Coordinated Entry Do For Fayette County

Applying Coordinated Entry to Lexington-Fayette County brings together the strength of programs together, offering a menu of services to best fit an individual's or family's needs.

When Lexingtonians come together to implement a Coordinated Entry, each program realizes success in a myriad of ways:

- Receive **Eligible Clients**: Programs receive referrals for participants whose needs and eligibility have already been determined. The autonomy and unique nature of programs, as they operate within a coordinated framework become a strength, not a hindrance.
- Case Managers can **concentrate on case management**: With every program in a community providing crisis pre-screen, case managers will share the burden of intake and crisis pre-screen.
- Lexington will readily **see gaps in the system**: Lots of clients with mid-level acuity signal a need for more Rapid Re-housing resources. Lots of clients with high-level acuity signal a need for more permanent supportive housing/housing first.
- Time, red tape, and **barriers are significantly reduced**: When different programs in Lexington follow the same process across and are aware of one another, workload is significantly reduced.
- Fayette County **success in ending homelessness is significantly increased**: Targeting limited resources as a community in a laser-like way leads to very fast and effective interactions that lead to long-term housing stability.

### Disclaimer

The Coordinated Entry System is designed to ensure households experiencing homelessness have fair and equal access to housing programs and services within Lexington and Fayette County. **It is not a guarantee that the household will receive a referral to or meet the final eligibility requirements for a housing program.** Similar to emergency rooms – doctors prescription treatment, patients do not dictate their own treatment.

### Goals, Values, Priorities

- Our **goal** is to design a system that reacts quickly to a homeless occurrence; as to end the occurrence within 30 days of presentation.
- Our **goal** is to operate a system that allows the Lexington CoC to access the maximum amount of funding available from state and federal resources based on outstanding performance to end and reduce homelessness.
- We **value and prioritize** quality programming that is accountable to the community through outcomes measurement.
- We **value and prioritize** programs with outcomes that demonstrate progress toward reducing and ending homelessness as quickly as possible.
- We **value and prioritize** innovative and diverse programming that addresses gaps in community services.
- We **value** continuing education for housing and homeless providers. At least annually, OHPI will conduct Lexington-Fayette County wide trainings on coordinated entry, the process, the crisis pre-screen tools, case management, cultural diversity, fair housing, sub-population traits, and the goals/strategies to end homelessness in our community.
- We **prioritize** our most critical homeless individuals and families first.
- We **prioritize** participation in the Coordinated Entry as a **community initiative** operated by community members and there **multiple services available throughout Lexington-Fayette County by various people, programs, organizations and partners.**
- We **value** private personal information and adhere to KYHMIS Agency Participation Agreements principles and policies both in verbal sharing of information and the securing of hardcopy and electronic storage of information.

## Standards

- There are **6 pillars for the Lexington CoC and Coordinated Entry:**
  - Access
  - Crisis pre-screen
  - By-Name-List and Prioritization
  - Referral
  - Placement
  - Client/Organization Accountability
- Our process **will cover** the entirety of Lexington-Fayette County which includes the Lexington CoC.
- **Client participation and sharing of personal information is voluntary.** All processes and use of information is transparent and should be communicated with the client at various stages in the continuum. They should be informed how their information is collected, how it is stored and all the agencies involved with the Lexington-Fayette County Continuum of Care. Collecting, storing and sharing of client information will require informed consent through the completion of a variety of Release Of Information forms including one specifically for KYHMIS (ROI).
- Our process **will be easily accessed** by individuals and families who are homeless and seek housing assistance and services. Access points are equal with no variations based on where a homeless family, veteran, individual, youth, or child present.
- Our process **will utilize** the correct variation of the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) as the comprehensive and standardized crisis pre-screen tool. Meaning the correct dedicated VI-SPDAT for singles adults, families, youth, and ex-offenders will utilized.
- Our process is **committed to serving all people** who are in need of assistance regardless of age, race, color, creed, religion, sex, handicap, national origin, familial status, marital status, sexual orientation or gender identity.
- We **respect the decisions** and choices of those who find themselves homeless and seek to optimize self-sufficiency. This includes the right to deny housing assistance.
- Our process **will have** adequate program staff competent and trained to create an environment of coordination, fairness and uniformity for housing placement.

### **Person-Center Process**

- We **will** assess individuals and families based on strengths, goals, risks, and protective factors.
- The coordinated entry process **will** be easily understood by all individuals and families.
- We **will** respect the participant's choice in housing and level of supportive services.
- Clients **will** clearly be communicated with in regard to housing expectations and program referral.

### **Fair Housing**

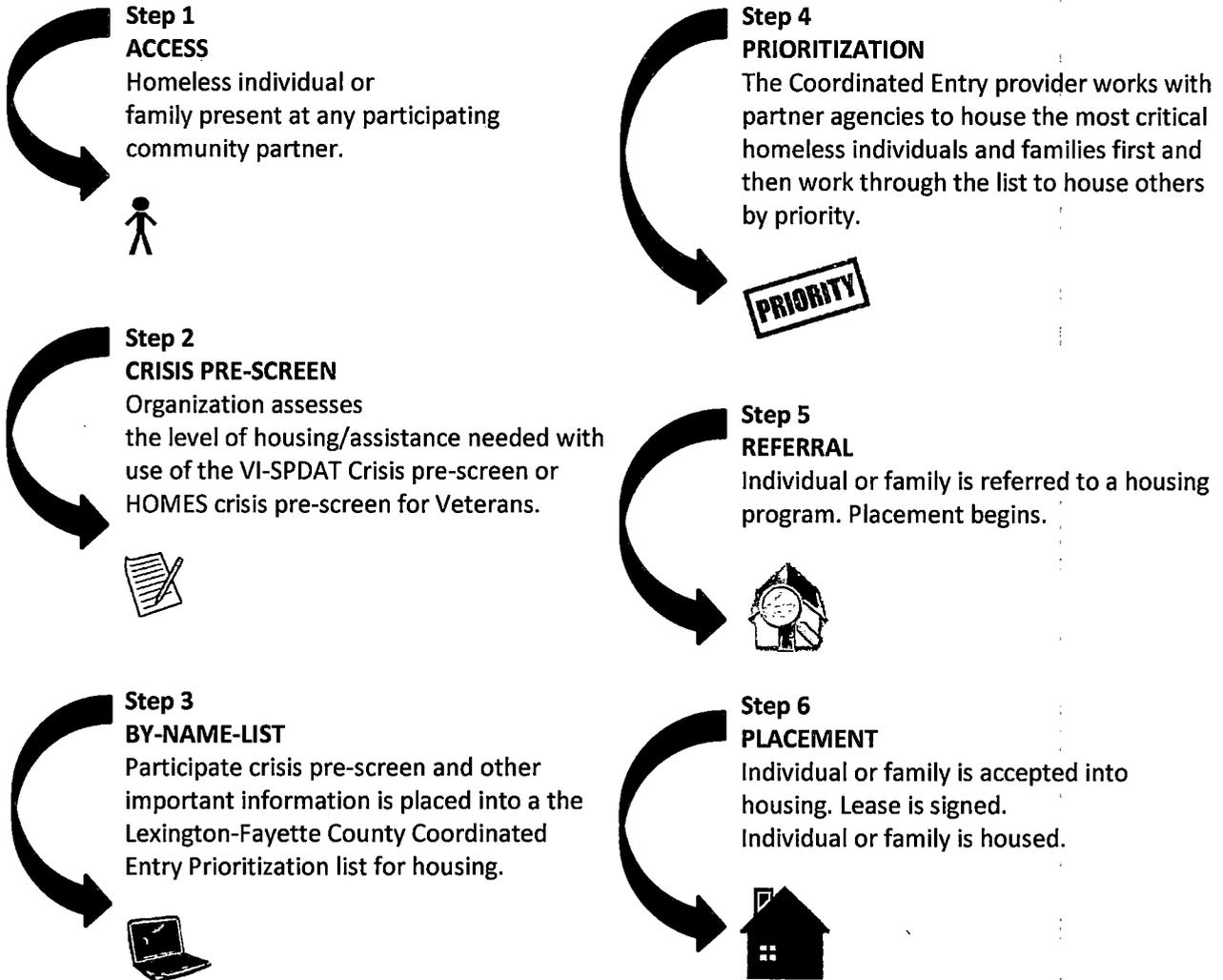
The Coordinated Entry System complies with the non-discrimination requirements of the Fair Housing Act, which prohibits discrimination in all housing transactions on the basis of race, national origin, sex, color, religion, disability status and familial status. This also includes protection from discrimination based on source of income.

All participating member organizations who agree to the acknowledgment agree to take full accountability for complying with Fair Housing and all other funding and program requirements. It is known that the Fair Housing Act recognizes a housing provider may seek to fulfill its "business necessity" by narrowing focus on a subpopulation within the homeless population. The Coordinated Entry System may allow filtered searches for subpopulations while preventing discrimination against protected classes.

## Marketing

- All participating organization **will** post a large informational Coordinated Entry poster easily seen by individuals.
- All participating organization **will** post a large informational Coordinated Entry poster in Spanish easily seen by individuals.
- All participating organizations **will** have access to Coordinated Entry information and crisis pre-screen tools for those with Limited English Proficiency and those with disabilities.
- All participating organizations **will** have a relationship with the Office of Multicultural Affairs – GLOBAL LEX – is a multilingual, multidisciplinary center where local residents and our growing foreign population can access Coordinated Entry information.

# Lexington-Fayette County Coordinated Entry Process





# LEXINGTON

*Homelessness Prevention  
& Intervention*

## Step 1

## Access

### Policy:

The Lexington-Fayette County Continuum of Care adopts a “no wrong door” approach to Coordinated Entry. Individuals and families experiencing homelessness have several ways to access homeless assistance services.

For those individuals or families fleeing domestic violence, access is granted under confidentiality of a *Coordinated Entry Inclusion* form. All member organizations have access to this form.

### Procedure:

#### *Emergency Services*

All emergency services such as shelter, drop-in centers, domestic violence centers, hotlines, and other crisis centers do not prioritize services based on severity of need or vulnerability but utilize a low barrier access model. All individuals/families will receive access to coordinated entry at any emergency service. All emergency services in Lexington-Fayette County operate 24/7/365. Individuals/families can access immediate services and then be referred to the Coordinated Entry process.

#### *Victim Service Providers (VSP)*

VSPs can include programs for those fleeing or attempting to flee domestic violence and those victims of trafficking. Those individuals are given safe and confidential access to the Coordinated Entry process via the *Coordinated Entry Inclusion* form.

#### *United Way 211*

The 211 program operates outside of typical coordinated entry crisis pre-screen hours. Citizens can call, text, email or web search the United Way of the Bluegrass’s 2-1-1 program for more information on housing and support services in Lexington and Fayette County.

#### *Street Outreach Teams*

The Lexington-Fayette Street Outreach team provides six dedicated outreach workers to assist unsheltered citizens in Lexington-Fayette County to access housing and support services through the Coordinated Entry process.

#### *CoC and ESG Funded Agencies*

All CoC and ESG funded agencies are required to immediately give access to the Coordinated Entry process to any and all citizens that present to them as homeless. Citizens can walk into other community agencies that are participating members of the Coordinated Entry process.

*Veterans Administration Medical Center (VAMC)\*\*\**

Any veteran can walk into the Veterans Administration Medical Center located in Lexington and immediately receive access to services provided by the Homeless Program. If the Veteran is deemed ineligible for VAMC services, referrals will be completed with community providers.

\*\*\*If a veteran presents as homeless at any participating member organization, they are immediately referred to the VAMC for confirmation of veteran status and available housing services. They will receive emergency services through Lexington-Fayette County until at which time, VAMC can confirm status.

*Community Mental Health Centers*

Any citizen can walk into the local CMHC, as well as their outreach offices and immediately receive access to the Coordinated Entry process. Fayette County has two CMHCs within the CoC.

*Human Service Agencies including Hospitals and Federally Qualified Health Centers*

Any citizen that present at the local FQHC or a hospital will be provided access to Coordinated Entry through a referral to the street outreach team. Fayette County has one FQHC and five hospitals within the CoC.

*Fayette County Public School System*

The Lexington-Fayette County CoC has a strong working relationship with the local school system. Any family the presents to a school system employee will be referred to Community Action Council or their local Family Resource Official for access to Coordinated Entry. Accommodations will be made for any barriers such as transportation or language.

*Faith Community*

Citizens can call or walk into any participating faith organization in Lexington to receive information on how to access the Coordinated Entry process and be referred to a participating member organization.

## Step 2

### Crisis pre-screen

#### General Policy:

##### **Consent**

An individual **must** provide informed consent prior to any variation of the VI-SPDAT being completed. You cannot complete a VI-SPDAT with a client without that person's knowledge and explicit agreement. You also cannot complete the VI-SPDAT solely through observation or using known information within your organization.

##### **Crisis pre-screen**

The VI-SPDAT is the Lexington-Fayette County CoC's Coordinated Entry common crisis pre-screen tool.

Crisis pre-screens should not be conducted more than once annually for ANY participant - unless there has been a qualifying event (such as pregnancy) that would warrant performing the crisis pre-screen again.

Organization will utilize the correct variation of the VI-SPDAT for crisis pre-screen purposes. Whenever possible, the results will be entered into KYHMIS for each participant or family (head of household).

Each word and phrase within the crisis pre-screen has been carefully and rigorously tested. Some questions permit adjustments to the wording to allow for differences in the local context: for example, in Question 3, "emergency room" may be changed to "emergency department". Making changes to the wording of a question, other than those that are identified, may mean that the question will no longer be grounded in evidence and may not elicit the information for which it was designed.

The order of the VI-SPDAT questions cannot change. As a self-reported tool, the sequence is vitally important. The VI-SPDAT is designed and structured to only use self-report. A person who is being surveyed using the VI-SPDAT should be able to complete it with anyone, not just the people who know her/his case history or have other information from other circumstances or sources.

#### Veteran Policy:

At this time, there is no lack of housing resources for homeless veterans. Therefore, veterans can be placed into "Step 3, Assignment" via the Veteran By-Name-List without completing a VI-SPDAT. At any time veteran housing resources became scarce; all veterans will need to complete a VI-SPDAT crisis pre-screen for triage.

## Policy

Before starting any type of crisis pre-screen, staff **are required** to read the following the opening script. This script has been approved by our local domestic violence and human trafficking partners and needs to be read verbatim to clients:

## Procedure:

### Opening script

*My name is [interviewer name] and I work for a group called [organization name].*

*We are going to work together to help you resolve your housing crisis and coordinate a plan for you to acquire and maintain housing.*

*Lexington has a homelessness triage system. Think of it like an ER where individuals are triaged and treated based on how critical they are. We operate the same way. On any given night, Lexington has about 700 households all experiencing homelessness, about 5,000 every year and it is our responsibility to treat those most likely to die on the streets first and then work down that list.*

*Think = Heart attacks all the way down to stub toes. This doesn't make your crisis anymore less worthy of assistance, we just need to determine what type of assistance you need.*

*Again think of an ER, not every single person needs a full blood workup, MRI, CAT-scan, etc. Some individuals just need fluids or a breathing treatment. Same time for us.*

*Completing this pre-screen does not guarantee you [and your family] access to financial assistance from homeless providers. It does however, tell us where to start working with you, what your strengths are, and where we need to focus first in building a plan to end your homelessness.*

*The pre-screen is about 10-minute long and most of the questions on the survey are a Yes or No-style question, and a few of them might just require one-word answers. Again, the answers will help us determine how we can best support you with available resources.*

*I'll be honest, some questions are personal in nature, but please know you can skip or refuse any question. These questions will ask you questions about previous experiences with homelessness, sexual or domestic violence, and alcohol or drug use.*

*Like I said, thinking about answering these questions might bring up some intense feelings for you. I want to add here that we can stop, pause, or postpone completing this questionnaire if at any time this process is bringing up some overwhelming feelings. While completing this survey is important, making sure you are okay at the moment is more important.*

*The information collected goes in to a system-wide database. This is a system that is intended to help different agencies who may never have worked together better share information about mutual clients who may need their services. It also allows housing providers to be connected with you - relieving you of the stress of contacting every single agencies in Fayette County asking to housing assistance.*

*Given that, I want to give you the option of deciding who you work with to complete this survey. You can complete the survey with me, or if you prefer you can complete the survey with someone that you're already comfortable with.*

*Or, a third choice might be that we can refer you to the local domestic violence advocacy organization and you can work with them to complete the survey.*

*The reason I want to give you this option is because, one, you may feel more comfortable answering these questions more honestly with somebody you're already familiar with.*

*The second reason I want to offer this is because if you are a survivor of domestic violence we want to give you the choice to remain unidentified in the system's database.*

*Without question, we will always keep the information you share with us confidential, but for various reasons we cannot 100% guarantee against something like a security breach due to hacking or other nefarious actions.*

*With all of this in mind, do you want to proceed with completing this survey with me or with a different case manager, which would result in us using your actual name in our database?*

*If you would like to work with someone from the local domestic violence organization to complete this survey, we will refer you to someone at that agency and they will continue this process with you and therefore remain anonymous in our database?*

WAIT for ANSWER:

CONTINUE if NEEDED:

*I've been doing this long enough to know that some people will tell me what they want me to hear rather than telling me – or even themselves – the truth. It's up to you, but the more honest you are, the better we can figure out how best to support you. If you are dishonest with me, really you are just being dishonest with yourself. So, please answer as honestly as you feel comfortable doing.*

*As I mentioned, I'll be asking you some questions about your personal history that might feel pretty private to you.*

*If you do not understand a question, let me know and I would be happy to clarify. If it seems to me that you don't understand a question I will also do my best to explain it to you without you needing to ask for clarification.*

### Policy

When the crisis pre-screen is complete, staff **are required** to read the following the closing script. This script is an example and does not have to be read verbatim.

Clients shall never know a score or refer to themselves as a score.

Clients should only understand what their strengths are and next steps.

### Procedure

#### Closing script

*Thank you for allowing me to understand you [and your family] better. I know that those questions are hard to answers. But honestly answering those questions allows us to connect you with available resources to assist in heling you end your homelessness.*

*Now that I understand your strengths, we can make a coordinated plan to help you resolve your housing crisis.*

*Just so you understand next steps, the information you have provided to me will be placed into a system-wide database liked we talked about. This does not guarantee financial assistance or a housing voucher.*

#### *IF THEY SCORE 4 OR ABOVE*

*Your information will be reviewed and if housing assistance becomes available that matches your needs you will automatically be referred to that program. Based on your strengths and needs, it may be \_\_\_\_\_ (give timeline based on CE report) before you are able to access that housing assistance, so in the meantime we are going to work with some of your other strengths and needs in preparation for housing.*

#### *IF THEY SCORE 3 OR BELOW*

*So I am going to go ahead and place this information into the database, however, I think we can access some other assistance that can resolve your housing crisis. [Discuss diversion or self-resolution].*

Organizations need to pick from the following variations of the VI-SPDAT for the individual or family.

#### **1. Prevention & Diversion**

ONLY people that are currently housed and feel they are at imminent risk of losing their housing will organizations utilize this crisis pre-screen. Imminent risk is determined by the program participant. Types of dwellings that count as “housed” for this tool are:

- An apartment that is in their name (legally permitted to stay there);
- A home that they own; and
- The home of a parent, other relative or friend where they believe they have been staying permanently (not feeling there was a time limit on how long they were permitted to stay).

Crisis pre-screen to Use:

- PR-FVI-SPDAT (Diversion and Prevention Family)
- PR-VI-SDPAT (Diversion and Prevention Single Adult)

## 2. Homeless

ONLY people that meet the HUD definition of homeless will organizations utilize this crisis pre-screen. Everyone must attempt to utilize natural or existing resources rather than engaging in housing services. Through prevention activities the client is empowered to resolve their situation sooner which maintains dignity, encourages resilience and is more cost efficient on the strained resources of the homeless sector. Homeless assistance providers will assist by engaging in an exploratory discussion and providing referrals to other resources. Clients should not move beyond the Prevention stage until all options have been exhausted.

DO NOT complete a crisis pre-screen until all other diversion resources have been exhausted.

- Adults: VI-SPDAT – adult households, includes couples, each person must have their own completed
- Family: FVI-SPDAT – must have minor children
- Youth: TAY-VI-SPDAT
- Justice Discharge: JD-VI-SPDAT
- Veterans: HOMES

### **Step 3**

#### **By-Name List (BNL)**

#### **Every Veteran Housed By-Name List (Veteran-BNL)**

**Policy:**

Due to the lack of housing assistance resources, those individuals or families that have been placed into the Coordinated Entry project (2386) in HMIS with a crisis pre-screen score of three (3) or below will not be added to BNL.

At any time, individuals or families are added to project 2386 with a prevention or diversion score, the Coordinated Entry provider will delete the entry. Any agency that does not agree may follow the procedures for deviation from the process.

**Policy:**

At the completion of the crisis pre-screen, it is the **sole responsibility of assessing organization to enter crisis pre-screen** results into KYHMIS or submit the *Coordinated Entry Inclusion* form, a copy of the complete VI-SPDAT, and the *KYHMIS Release of Information* form to the Coordinated Entry provider within three (3) business days of when the information was collected.

It is the **sole responsibility of the assessing organization to enter all documentation** of disability information, chronically homeless confirmation, income, and confirmation of serious mental illness into KYHMIS or submit the information on the *Coordinated Entry Inclusion* form to the Coordinated Entry provider.

**Required Information Individuals and Each Household Member**

- Name(s)
- DOB (s)
- Crisis pre-screen Results (Head of Household Only)
- Documented of Chronic Homelessness
- Documentation of Disability Information including SMI (all)
- Self-Reported Veteran Status (Adults Only)
- Felony Offender

**Policy:**

It is the sole responsibility of the assessing organization to enter client information into KYHMIS correctly. Incorrect entry will lead to an individual/family not being included on the BNL.

**Procedure (Workflow), Non-Veteran Population:**

1. The member organization will enter all required information into program "Lexington CoC Coordinated Entry Project" in KYHMIS, project ID 2386.
  - Step 1. Log into KYHMIS
  - Step 2. EDA into project 2386
  - Step 3. Backdate to day of crisis pre-screen
  - Step 4. Create an entry for individual/household
  - Step 5. Enter all information
  - Step 6. Include any information of client location, phone numbers, etc. in notes section
  - Step 7. Click "Save and Exit"
2. Any member organization not licensed in KYHMIS must submit the *Coordinated Entry Inclusion* form, the completed VI-SDPAT, and a *KYHMIS ROI* form to the Coordinated Entry provider via email.
3. The Coordinated Entry provider will enter client information into the KYHMIS from the non-participating KYHMIS agency within 24 hours of receipt of email with all documentation or notes of documentation.
4. The Lexington-Fayette County BNL updates every 24 hours automatically from ART Report "*Lexington Coordinated Entry v.1*" in KYHMIS.

**Procedure, Victim Service Providers:**

1. The VSP must submit the *Coordinated Entry Inclusion* form to the Coordinated Entry provider.
2. The Coordinated Entry provider will update a secure BNL each time a VSP sends a referral to the Coordinated Entry.
3. The Coordinated Entry provider will be responsible for comparing prioritization with the VSP BNL and General non-veteran BNL prior to making referrals for housing.

**Procedure, Veterans:**

1. All member organizations are responsible for entering self-reported veteran status into the KYHMIS.
2. The VAMC will run a report from KYHMIS ART Report "VA Reports for EVH" to verify all self-reported veterans have been referred to the VAMC for housing.
3. If individuals appear on the list that have not been previously referred, the VAMC will work with the provider on client status and location.
4. The VAMC will verify veteran status.
5. The VAMC will alert the Coordinated Entry provider on an excel spreadsheet as to the confirmation of veteran status at least weekly.
6. The VAMC will enter all required information into the Every Veteran Housing BNL.
7. For all homeless veterans presenting directly to the VAMC, the VAMC is solely responsible for updating the Veteran BNL.
8. For all homeless veterans presenting directly to the local SSVF provider, the SSVF provider is solely responsible for updating the Veteran BNL.
9. The Veteran BNL will be reviewed at least monthly by the Every Veteran Housed Committee for status updates and benchmarking.
10. If the client is not confirmed for veteran status from the VAMC, the Coordinated Entry provider will update the client profile in HMIS to reflect "no" for veteran status and enter the following information under case notes on the client profile tab within 24 hours. Note will read as follows:

*The local Veterans Administration Homeless Veteran Coordinator has been unable to verify Veteran status, by USICH definition.*

*At this time, the client has two options:*

1. *Work with a case manager to obtain proof of Veteran status so that they can be added to the Veteran-By-Name List, or*
  2. *Complete the correct variation of the VI-SPDAT so that they can be added to the General Population BNL so that they can receive assistance from other community partners to resolve their homeless situation.*
11. The VAMC or SSVF provider will update the Veteran BNL each and every time a housing resource becomes available for referral.

**Policy, Veterans:**

The official Veteran BNL will be stored on a Windows Surface Tablet under the ownership of Volunteers of America and secure to VA standards.

**Procedure, Veterans:**

1. The SSVF provider will, in compliance with VA transportation standards, provide the Surface Tablet to the VAMC and to the Coordinated Entry provider as needed for updates.

**Policy of Maintenance and Removal from List – includes all BNL lists for the CoC**

If an individual/family/veteran can no longer be located after repeated documented attempts for 90 days or more, the status of the person can be changed from “active” to “inactive” on the Veteran BNL or an exit date for project 2386.

If located at a later date and is still experiencing homelessness, the date of the most recent contact would become the new date of identification with a new line on the Veterans BNL or a new entry to the BNL would be needed.

If the individual/family/veteran declines housing on seven (7) occasions, the status of the person can be changed from “active” to “inactive” for the Veteran BNL or an exit date for project 2386.

## **Prioritization**

### **Policy**

It will be the policy of the CoC that all documentation is required prior for a referral being made. The following prioritization scale will review those that have following document ready for referral first.

### **Policy**

The member organizations agree to prioritize housing placement referrals in the following order:

1. Chronically Homeless + Highest Acuity + Length of Time Homeless
2. Chronically Homeless + Length of Time Homeless
3. Chronically Homeless + Highest Acuity
4. Disability + Highest Acuity + Length of Time Homeless
5. Disability + Currently residing in Emergency Shelter, Street (etc.), Safe Havens
6. Disability + Transitional Housing
7. Others according to Highest Acuity + Currently residing in + Document Ready

If at any time, two households have the exact same prioritization, the household that first presented for assistance will be referred first.

## Step 4

### Referral and Capacity

#### Policy:

- Referrals to housing are ONLY accepted from the Coordinated Entry provider.
- At no time, should a member organization accept a homeless housing referral from a partner/community organization.
- Housing referrals can be rejected by the member organization due to a registered sex offender if the location of housing will place the client in violation of KRS 17.545 which prohibits registered sex offenders from living near schools, daycare facilities and publicly owned playgrounds. These offenders are prohibited from living within 1,000 feet of a high school, middle school, elementary school, preschool, publicly owned playground, or licensed day care facility. The measurement is taken in a straight line from the nearest property line of the school to the nearest property line of the registrant's place of residence.
- Additionally, under 24 CFR 578.93 (b)(4), if the housing has in residence at least one family with a child under the age of 18, the housing may exclude registered sex offenders and persons with a criminal record that includes a violent crime from the project so long as the child resides in the housing.
- All housing programs will be housing first orientated and may require participants to meet ONLY additional program eligibility requirements as they relate specifically to federally and state-guided eligibility in writing.
- Programs may not disqualify an individual or family from program entry for lack of income or employment status.
- Programs cannot disqualify an individual or family because of evictions including prior program evictions or poor rental history.
- Member organizations agree to accept 3 out of every 4 referrals from the Coordinated Entry provider. If an organization declines a referral, they must notified the Coordinated Entry provider in writing (email) within 2 business days with stated reason.

**Policy:**

Member organizations are solely responsible for notifying the Coordinated Entry provider of housing openings they will have in the next 30 days, 15 days, and immediately at least bi-weekly via direct email.

**Procedure:**

1. The Coordinated Entry provider will update the *Coordinated Entry Resource Availability Tracking List* when needed, at least every 30 days.

## Step 5

### Placement

#### Policy:

The Coordinated Entry provider will be responsible for notifying: housing placement program, assessing organization, and the Housing Navigation/Intensive Case Management program of a client referral in a timely manner as to house individuals and families rapidly without delay.

In providing or arranging for housing, the Coordinated Entry provider considers the needs of the individual or family experiencing homelessness.

#### Procedure:

1. The Coordinated Entry provider will notify the all parties listed in policy via email.
2. An example of the email from Coordinated Entry provider:

*(Insert staff names of both accepting and originating member organizations)*

*I am happy to make a referral to the (insert program name) on behalf of (insert originating member organization)'s Client (insert client name) KYHMIS Client ID#: \_\_\_\_\_ (or VSP client ID).*

*Below (and attached when applicable) is a list of the documentation that (accepting organization) will need completed.*

*Please note some of this documentation can be located via KYHHMIS.*

1. Agency Referral
2. Agency Homeless Certification (Include KYHMIS CH Documentation/Verification)
3. Client Intake Form
4. Picture I.D. for all adults 18 and over in the household
5. Social Security Cards for all household members
6. Other documentation such as disability (SMI)

*Please keep me in the loop regarding how this referral proceeds and note that we are trying to ensure that the referral process is initiated within **two (2) business days** of this email.*

*The originating member organization has seven (7) days to complete all required information for accepting organization.*

*If this referral is not going to come to fruition in a timely manner please let me know.*

*Thanks,*

3. The housing placement organization has two (2) business days to discuss referred client with assessing organization to confirm the correct placement.
4. The originating organization has seven (7) days to complete all required documentation for accepting organization. If the client is currently staying in a place not meant for human habitation, the Intensive Case Management/Housing Navigation program can assist in collection of documentation.
5. If after seven (7) days, the assessing organization does not feel that the placement will come to fruition, they are required to contact the Coordinated Entry provider and the housing placement organization in writing stating reasons for incomplete placement.
6. The Coordinated Entry provider, after discussions with both assessing and housing placement organizations, does not feel that placement will work with more time, another referral will be made.
7. The Intensive Case Management/Housing Navigation program can be utilized for those individuals current sleeping in a place not meant for human habitation. Only in extreme circumstances, will this program be able to assist clients from shelters with housing navigation and intensive case management.
8. All referrals accepted or incomplete will be documented in the KYHIMS by Coordinated Entry provider for reporting purposes to CoC and HPI Board.
9. If the client declines the housing referral, they will be removed from the BNL for refusal of different housing options after seven (7) attempts. All refusals of housing will be documented in the KYHMIS for reporting purposes.
10. If the client accepts the housing, but other factors made for an incomplete placement, that client will return to the BNL. The Coordinated Entry provider will continue to work to match housing with client's needs.
11. All incomplete placements for any reason will be reported to the CoC Membership and the Homeless Prevention and Intervention Board at each board meeting.
12. Housing placement organizations are solely responsible for exiting the client from the coordinated entry project in the KYHMIS when housing is secured.

## **Deviation from Process**

### **Policy:**

Please note, the purpose of this policy is for inclusion. To provide a safety net for individuals where the tool did not reveal the full depth and/or urgency of the situation. The use of a full SPDAT or the request for review is not a side door to the process.

Situations might necessitate consideration of the Coordinated Entry provider to add an individual to the BNL when a VI-SPDAT is not able to be completed. Examples are:

A severe medical condition. For purposes of referral to the review panel, a severe medical condition is defined as:

- End Stage Renal Disease or Dialysis
- End-State Liver Disease or Cirrhosis
- History of Frostbite, Hypothermia, or Immersion Foot
- HIV/AIDS
- Congestive Heart Failure
- Cancer
- Diabetes

A severe mental health condition. This may either be diagnosed or observed by the assessor/case manager/outreach worker.

Evidence of self-neglect. Observation by the assessor/case manager/outreach worker is sufficient to meet this condition.

Old age. The individual is 65 years of age or older

This process is intended to be person-centric, not program-centric (i.e., the end result will not always be PSH placement, but rather to match a highly vulnerable person to the appropriate housing resource).

**The only guarantee related to this process is that the individual will receive a review** by the Office of Homelessness Prevention and Intervention, the Coordinated Entry provider and the referring agency. Not all cases will have immediate placement. The review will determine the individual's placement on the BNL for housing.

On occasion, to provide a safety net for individuals that are presumed to be highly vulnerable but score too low on the VI-SPDAT to qualify for permanent supportive housing (i.e., 7 or below), those individuals will be required to complete a full SPDAT crisis pre-screen. In this situation, the Coordinated Entry provider should be contacted for permission for the full SPDAT crisis pre-screen score to be considered.

Once the SPDAT has been recorded within HMIS, if the individual scores at least 40, the SPDAT score may be considered along with VI- SPDAT if approved by the Coordinated Entry provider.

**Policy:**

Starting September 1, 2019, Lexington Rescue Mission will only receive referrals for households on the community's By-Name-List will pre-screen scores of 4.

This is due to the program closing on September 30, 2020. The program will need to accept those with low acuity in an effort to serve as many households as possible with quick exits to permanent housing.

This policy will no longer be effective upon program close out and will not affect any other CoC programming.



## **Participant Rights and Responsibilities**

As a participant in coordinated entry, you have the right....

- To be treated with respect, dignity, consideration, and compassion
- To receive services free of discrimination on the basis of race, color, sex/gender, ethnicity, national origin, religion, age, sexual orientation, physical or mental ability.
- To be informed about services and options available to you.
- To withdraw your voluntary consent to participate in coordinated entry, doing so will exclude you from access to some housing programs.
- To have your personal information treated confidentially.
- To have information released only in the following circumstances:
  - When you sign a written release of information.
  - When a clear and immediate danger to you or other exist.
  - When there is possible child or elder abuse.
  - When order by a court of law.
- To file a grievance about services you are receiving or denial of services.
- To not be subjected to physical, sexual, verbal, and/or emotional abuse or threats.

As a participant in coordinated entry you have the responsibility...

- To treat other participants, volunteers, and staff in all participating organizations with respect and courtesy.
- To actively participate in obtaining documents, searching for appropriate housing, and other actions necessary to obtain permanent housing.
- To let you navigator/case manager know any concerns you have about the process or changes in your needs.
- To stay in communication with your navigator/case manager by information him/her of changes in your location or phone number and responding to the navigator/case manager/s call or contact to the best of your ability.

**Member Organizations as of 12/1/2017**

Adult and Tenant Services  
AIDS Volunteers  
American Red Cross  
Arbor Youth Services  
Baptist Health  
Bluegrass Area Agency on Aging and Independent Living  
Bluegrass Care Navigators  
Bluegrass Career Services  
Bluegrass Community and Technical College  
Bluegrass Community Health Center  
Bluegrass Rape Crisis Center  
Bluegrass.Org  
Broadway Christian Church  
Calvary Baptist Church  
Carnegie Center  
Catholic Charities Diocese of Lexington  
Center for Women, Children and Families  
Central Christian Church  
Children's Advocacy Center of the Bluegrass  
Chrysalis House  
Community Action Council  
Community Ventures  
Consolidated Baptist Church  
Court Appointed Special Advocates for Children of Lexington  
Downtown Lexington Partnership  
Episcopal Diocese of Lexington  
Fayette County Department of Community Based Services  
Fayette County Public Schools  
Fayette County Sheriff  
Federated Transportation Service of the Bluegrass  
God's Pantry  
Goodwill Industries of Kentucky  
GreenHouse17  
GTS Staffing  
HealthFirst Bluegrass  
Independent Assistance of the Bluegrass  
Independent Transportation Network Bluegrass  
Job Corps  
Jubilee Jobs of Lexington  
Kentucky Equal Justice Center  
Kentucky Habitat for Humanity  
Kentucky Refugee Ministries  
Kentucky United Methodist Homes for Children and Youth  
Lady Veterans Connect  
Legal Aid of the Bluegrass

## Definitions and Key Terms

### **Access Points**

Access points are the places—either virtual or physical—where an individual or family in need of assistance accesses the coordinated entry process. These can include the following examples:

- a. a central location or locations within a geographic area where individuals and families present to receive homeless housing and services;
- b. a 211 or other hotline system that screens and directly connects callers to appropriate homeless housing and service providers in the area;
- c. a “no wrong door” approach in which a homeless family or individual can present at any homeless housing and service provider in the geographic area but is assessed using the same tool and methodology so that referrals are consistently completed across the CoC;
- d. a specialized team of case workers that provides crisis pre-screen services at provider locations within the CoC; or
- e. a regional approach in which “hubs” are created within smaller geographic areas.

### **Acuity**

When utilizing the VI-SPDAT Prescreens, acuity speaks to the presence of a presenting issue based on the prescreen score. In the context of the Full SPDAT crisis pre-screens, acuity refers to the severity of the presenting issues. In the case of an evidence-informed common crisis pre-screen tool like the VI-SPDAT, Family SPDAT, Full SPDAT, *acuity* is expressed as a number with a higher number representing more complex, co-occurring issues that are likely to impact overall housing stability.

### **Affirmative Marketing and Outreach**

Requires recipients of CoC Program funds to affirmatively market their housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or disability who are least likely to apply in the absence of special outreach, and maintain records of those marketing activities. Housing assisted by HUD and made available through the CoC must also be made available to individuals and families without regard to actual or perceived sexual orientation, gender identity, or marital status in accordance with 24 CFR 5.105 (a)(2). Nondiscrimination and affirmative outreach requirements for the ESG program are located at 24 CFR § 576.407(a) and (b).

### **Crisis pre-screen**

In the context of the coordinated entry process, HUD uses the term “Crisis pre-screen” to refer to the use of one or more standardized crisis pre-screen tool(s) to determine a household’s current housing situation, housing and service needs, risk of harm, risk of future or continued homelessness, and other adverse outcomes. HUD does not intend that the term be confused with crisis pre-screens often used in clinical settings to determine psychological or physical health, or for other purposes not related to preventing and ending the homelessness of persons who present to coordinated entry for housing-related assistance. Crisis pre-screen tools often contain a range of questions and can be used in phases to progressively engage a participant over time.

See the Additional Policy Considerations Section III.C. for more information on crisis pre-screen processes and tools.

### **Chronically Homeless**

A “chronically homeless” individual is defined to mean a homeless individual with a disability who lives either

- (a) in a place not meant for human habitation,
- (b) a safe haven, or
- (c) in an emergency shelter, or
- (d) in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.

The individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last three years, where the combined occasions total a length of time of at least 12 months.

Each period separating the occasions must include at least seven nights of living in a situation other than a place not meant for human habitation, a safe haven, or in an emergency shelter. Stays in institutional care facilities for fewer than 90 days will not constitute a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility.

### **Chronically homeless families**

Households with an adult head of household that would meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.

### **“Coordinated Entry Process” and “Centralized or Coordinated Crisis pre-screen System.”**

The CoC Program interim rule at 24 CFR 578.3 defines centralized or coordinated crisis pre-screen as the following: “...a centralized or coordinated process designed to coordinate program participant intake crisis pre-screen and provision of referrals. A centralized or coordinated crisis pre-screen system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized crisis pre-screen tool...” For the purpose of this Notice, HUD considers the terms “Centralized or Coordinated Crisis pre-screen System” and “Coordinated Entry Process” to be interchangeable.

### **Coordinated Entry provider**

The lead organization funded to coordinate and facilitate the Lexington-Fayette County Coordinated Entry process.

**Date of Documented Offer of a PH Intervention**

Date(s) of each attempted offer a PH intervention. The information regarding the documented offer should also include the type of permanent housing intervention offered (e.g., HUD-VASH, RRH, PSH, other subsidy).

**Date of Identification**

The date of initial contact with a homeless person in any program, including street outreach, emergency shelter, transitional housing, Safe Haven, VAMC, or at any other access point in the homeless system. This date includes persons/families experiencing homelessness for the first time and those who may be re-entering the homeless system after having exited for at least 90 days.

**Determining Eligibility**

In the context of the coordinated entry process, determining eligibility is a project-level process governed by written standards as established in 24 CFR 576.400(e) and 24 CFR 578.7(a)(9). Coordinated entry processes incorporate mechanisms for determining whether potential participants meet project-specific requirements of the projects for which they are prioritized and to which they are referred. The process of collecting required information and documentation regarding eligibility may occur at any point in the coordinated entry process, i.e., after or concurrently with the crisis pre-screen, scoring, and prioritization processes, as long as that eligibility information is not being used as part of prioritization and ranking, e.g. using documentation of a specific diagnosis or disability to rank a person. Projects or units may be legally permitted to limit eligibility, e.g., to persons with disabilities, through a Federal statute which requires that assistance be utilized for a specific population, e.g., the HOPWA program, through State or local permissions in instances where Federal funding is not used and Federal civil rights laws are not violated.

**Disabling Condition**

(1) a condition that:

- (i) is expected to be long-continuing or of indefinite duration;
- (ii) substantially impedes the individual's ability to live independently;
- (iii) could be improved by the provision of more suitable housing conditions; and
- (iv) is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury; or

(2) a development disability, as defined above; or

(3) the disease of Acquired Immunodeficiency Syndrome (AIDS) or any conditions arising from the etiologic agent for Acquired Immunodeficiency Syndrome, including infection with the Human Immunodeficiency Virus (HIV).

**Diversion**

Diversion is a strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing. Diversion programs

can reduce the number of families becoming homeless, the demand for shelter beds, and the size of program wait lists. The main difference between diversion and other permanent housing-focused interventions centers on the point at which intervention occurs. Prevention targets people at imminent risk of homelessness, diversion targets people as they are applying for entry into shelter, and rapid re-housing targets people who are already homeless.

## **Family**

Includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- (2) A group of persons residing together, and such group includes, but is not limited to:
  - (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - (ii) An elderly family;
  - (iii) A near-elderly family;
  - (iv) A disabled family;
  - (v) A displaced family; and
  - (vi) The remaining member of a tenant family.

## **Homeless**

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low- income individuals);
3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
4. An individual or family who will imminently lose their primary nighttime residence, provided that the primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; and
  - a. no subsequent residence has been identified;
  - b. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
5. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken

place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

- a. Has no other residence; and
- b. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

### **Housing First**

An approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

### **Long-term Homeless**

A homeless Veteran who meets the length of time and stay requirements to qualify as chronically homeless, but:

1. The Veteran does not need to have a qualifying disability; and
2. The calculation of 12 months of homelessness includes stay in transitional housing.

### **Member Organization**

Any organization that agrees and commits to participation in the Lexington-Fayette County Coordinated Entry process. This includes mandatory participation from any organization receiving HUD housing assistance dollars in the form of CoC or ESG as well as housing organizations that receive housing and supportive service dollars from LFUCG.

Interchangeable with participating organization.

### **No Wrong Door Approach**

Describes the experience of accessing the housing assistance system from the consumer's perspective and is a system that is designed so that the consumer only has to go one place or make one phone call for a housing referral to the appropriate housing assistance. Individuals will be able to access Coordinated Crisis pre-screen at any participating agency.

### **Permanent Housing Destination**

Comprises the following response categories as defined in HUD's data standards (data element 3.12):

- Moved from one HOPWA funded project to HOPWA permanent housing (PH)
- Owned by client, no ongoing housing subsidy
- Owned by client, with ongoing housing subsidy

- Permanent housing for formerly homeless persons (such as: CoC project; or HUD legacy programs; or HOPWA PH)
- Rental by client, no ongoing housing subsidy
- Rental by client, with VASH housing subsidy
- Rental by client, with GPD Transition-In-Place (TIP) housing subsidy
- Rental by client, with other ongoing housing subsidy
- Staying or living with family, permanent tenure
- Staying or living with friends, permanent tenure

### **Permanent Housing Intervention**

An intervention which provides access to a safe, stable, and affordable permanent housing destination, which might include a subsidy or other form of rental assistance, with appropriate services and supports. Interventions can include HUD-VASH, SSVF, and CoC program-funded rapid rehousing (where rental assistance is included), CoC program-funded permanent supportive housing, Housing Choice Voucher (HCV), access to an affordable housing unit, or other form of permanent housing subsidy or rental assistance.

Offer of permanent housing intervention – An offer of an intervention in which the intervention is available at the time the offer is made. For example, a Veteran is offered the option of being issued a HUD-VASH voucher or getting access to a SSVF subsidy right away, and can begin the housing search process to secure a unit. In instances in which the Veteran is being offered a tenant-based subsidy, it means that the tenant-based subsidy is available to be issued and the Veteran can immediately be enrolled in the program. It does not mean that the Veteran is offered a specific unit to rent with that subsidy. In instances in which the Veteran is being offered an option to enter a subsidized or affordable unit, an offer does mean that the Veteran is being offered the opportunity to enter such a unit right away. An offer is not, for example, placement on a waiting list for an affordable unit or a subsidy program, or enrollment in a HUD-VASH program without an available voucher that can be issued right away. Offers must be documented through a transparent, coordinated process within the homelessness service system so that a refusal of permanent housing intervention or a choice to enter service-intensive transitional housing is easily verifiable.

### **Permanent Supportive Housing (PSH)**

Community-based housing without a designated length of stay in which supportive services are provided to assist homeless persons with a disability to live independently. In accordance with the VI-SPDAT PSH resources are defined for individuals scoring 8-17 and families scoring 9-22.

### **Prioritization**

In the context of the coordinated entry process, “Prioritization” refers to the coordinated entry-specific process by which all persons in need of assistance who use coordinated entry are ranked in order of priority. The coordinated entry prioritization policies are established by the CoC with input from all community stakeholders and must ensure that ESG projects are able to serve clients in accordance with written standards that are established under 24 CFR 576.400(e). In addition, the coordinated entry process must, to the maximum extent feasible, ensure that people with

more severe service needs and levels of vulnerability are prioritized for housing and homeless assistance before those with less severe service needs and lower levels of vulnerability. Regardless of how prioritization decisions are implemented, the prioritization process must follow the requirements in Section II.B.3. and Section I.D. of this Notice.

### **Rapid Re-Housing (RRH)**

An intervention designed to help individuals and families exit homelessness as quickly as possible, return to permanent housing, and achieve stability in that housing. Rapid re-housing assistance, is offered without preconditions (such as employment, income, absence of criminal record, or sobriety) and the resources and services provided are typically tailored to the unique needs of the household. The core components of a rapid re-housing program are housing identification and relocation, short-and/or medium term rental assistance and move-in (financial) assistance, and case management and housing stabilization services. In accordance with the VI-SPDAT RRH resources are defined for individuals scoring 4-7 and families scoring 4-8.

### **Scoring**

In the context of the coordinated entry process, the term “Scoring” refers to the process of deriving an indicator of risk, vulnerability, or need based on responses to crisis pre-screen questions. The output of most crisis pre-screen tools is often an “Crisis pre-screen Score” for potential project participants, which provides a standardized analysis of risk and other objective crisis pre-screen factors. While crisis pre-screen scores generally reflect the factors included in the prioritization process, the crisis pre-screen score alone does not necessarily determine the relative order of potential participants for resources. Additional consideration, including use of case conferencing, is often necessary to ensure that the outcomes of the crisis pre-screen more closely align with the community’s prioritization process by accounting for unique population-based vulnerabilities and risk factors.

### **SPDAT**

#### **Service Prioritization Decision Assistance Tool**

An evidence-based crisis pre-screen utilized by all trained CoC providers in either enacting more detailed determinations of acuity for housing placement and/or ongoing use in case management to ensure housing stabilization. This is an ongoing case management tool suggested for your use. The SPDAT (or “Full SPDAT”) has an individual and family tool. Staff must be trained by OrgCode Consulting. The SPDAT can be completed on paper or in the KYHMIS and attached to a client record.

### **Transitional Housing (TH)**

Transitional housing provides time-limited housing and services. There are several different kinds of transitional housing programs and they are funded by a variety of sources, including VA’s GPD program and HUD’s CoC Program.

- a. **Bridge housing** – Transitional housing used as a short-term stay when a person has been offered and accepted a permanent housing intervention prior to entering transitional housing

but is not able to immediately enter the permanent housing. Generally provided for up to 90 days.

- b. **Service-intensive transitional housing** – Transitional housing not being used as bridge housing, in which persons are actively working to achieve permanent housing while they engage in clinically appropriate or other transitional housing services, such as generalized case management or job training services.

**Transitional housing appropriately addressing a clinical need** – A subset of service-intensive transitional housing in which persons are receiving targeted treatment and services for specific clinical needs, such as treatment and services for homeless Veterans with substance use disorders or other mental health disorders, Safe Haven-like services for chronically homeless Veterans, or recuperative care for homeless Veterans post hospitalization. Veterans who have been offered an available permanent housing intervention but have declined and instead chosen to enter a transitional housing program in order to appropriately address a clinical need.

#### **Veteran**

An adult who served on active duty in the armed forces of the United States, including persons who served on active duty from the military reserves or the National Guard. For the purposes of these criteria, a Veteran is any person who served in the armed forces, regardless of how long they served or the type of discharge they received.

#### **Acronyms**

CE – Coordinated Entry also known as Coordinated Crisis pre-screen

- A formal process in which assistance is allocated as effectively as possible and easily accessible no matter where or how people present. The Lexington CoC has a formal process in place. OHPI is currently responsible for placing referred individuals/families into housing through the process.

- Per HUD - Centralized or coordinated crisis pre-screen system means a centralized or coordinated process designed to coordinate program participant intake crisis pre-screen and provision of referrals. A centralized or coordinated crisis pre-screen system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized crisis pre-screen tool.

**CHO – Contributing Homeless Organization**

- An organization that participates in HMIS.

**CoC – Continuum of Care**

- The group organized to carry out the responsibilities required under this part and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

Louisville CoC which is Jefferson County. The Lexington CoC which is Fayette County and the Balance of State which includes the other 118 counties.

**DV – Domestic Violence**

**ES – Emergency Shelter**

- Defined as a temporary/short stay facility to give immediate shelter to individuals and families. HUD considers a high performing community to have less than a 20 day stay in an emergency shelter prior to exiting to permanent housing.

**ESG – Emergency Solutions Grant**

- The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly rehouse homeless individuals and families, and (6) prevent families/individuals from becoming homeless. Lexington currently only has 1 provider of ESG funds – Adult and Tenant Services solely for rapid re-housing services. The LFUCG Grants and Specials Programs award and monitor this grant.

**HUD – U.S. Department of Housing and Urban Development**

**ISSH – Innovative and Sustainable Solution to Homelessness Fund**

- A pool of local general fund dollars set aside by ordinance to develop and implement programs to help end homelessness. This fund is administered by OHPI.

**KYHMIS (HMIS) – Kentucky Homeless Management Information System**

- The information system designated by the Continuum of Care to comply with the HMIS requirements prescribed by HUD.

OHPI – Office of Homelessness Prevention and Intervention

PH – Permanent Housing

- This is community-based housing without a designated length of stay, and includes both permanent supportive housing and rapid rehousing. To be permanent housing, the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long, and is terminable only for cause.

PIT – Point in Time Count

- A count of sheltered and unsheltered homeless persons carried out on one night in the last 10 calendar days of January or at such other time as required by HUD.

PSH – Permanent Supportive Housing

- Permanent housing in which supportive services are provided to assist homeless persons with a disability to live independently.

RRH – Rapid Re-Housing

- Connects families and individuals experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services.

ROI – Release of Information

- This is a form/statement signed by the clients authorizing organizations to share their information with other providers and to input their information into HMIS.

SO – Street Outreach

- Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care.  
Hope Center is currently funded with ISSH funds to provide street outreach services in Lexington.

SOAR – SSI/SSDI Outreach, Access, and Recovery

- A program designed to increase access to SSI/SSDI for eligible adults who are experiencing or at risk of homelessness and have a mental illness, medical impairment, and/or a co-occurring substance use disorder.

SSO – Supportive Services Only

- A program/grant from HUD that is designed to offer a variety of supportive service only to those homeless. This grant does not provide housing and usually will partner with a housing grant.  
Lexington currently does not have a HUD funded SSO program.

**SSVF – Supportive Services for Veteran Families**

- This program is intended to provide both rapid rehousing and homeless prevention for those veteran families. It can also provide an array of supportive services. In Lexington, Volunteers of America (VOA) is the only provider of this grant.

**TA – Technical Assistance**

- An organization can be funded to provide assistance in program design, implementation, reporting, documentation, monitoring, HMIS, etc. HUD usually funds 3<sup>rd</sup> party entities to provide overall CoC TA. OHPI provides TA to local providers on a limited basis.

**TH – Transitional Housing**

- All program participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of homeless individuals and families into permanent housing within 24 months or such longer period as HUD determines necessary. The program participant must have a lease or occupancy agreement for a term of at least one month that ends in 24 months and cannot be extended.

**VA – Veterans Affairs Administration**

**VI-SPDAT - Vulnerability Index (VI) & Service Prioritization Decision Assistance Tool (SPDAT)**

- This is the common crisis pre-screen tool that Lexington using for the Coordinated Entry process.

**VSP – Victim Service Provider**

- Organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women’s shelters, domestic violence transitional housing programs, and other programs. Lexington only has 1 VSP – GreenHouse17.

**Coordinated Entry Policies and Procedures Acknowledge and Agreement Form**

**Participating Member Organization**

I certify that I have read and my organization will comply with all requirements placed upon Participating Member Organizations as stated in the Coordinated Entry Policies and Procedures.

My organization will subscribe to the Office of Homelessness Prevention and Intervention electronic newsletters and acknowledge that I am responsible for the information contained within the newsletter.

I acknowledge receipt of the Coordinated Entry Policies and Procedures Manual from the Office of Homelessness Prevention and Intervention and will distribute to staff as required.

I certify that I have read, understand, and will abide by the policies and procedures, as detailed in this document, as well as accept any measures taken for violation of these practices.

Executive Director Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print or Type Executive Director Name: \_\_\_\_\_

Agency/Organization Name: \_\_\_\_\_

Address (mailing): \_\_\_\_\_

City: \_\_\_\_\_

Zip: \_\_\_\_\_

## **Exhibit 3**

### **ESG Checklist – At Risk/Homeless**

# AT RISK STATUS DOCUMENTATION CHECKLIST

Participant Household Name: \_\_\_\_\_

Initial or Re-Assessment: <input checked="" type="checkbox"/>	Date:	ESG Staff Initials:
<input type="checkbox"/> Initial Eligibility Assessment		
<input type="checkbox"/> Eligibility Re-Assessment		

## HUD'S PREFERRED ORDER OF DOCUMENTATION

**1) THIRD PARTY DOCUMENTATION:**

- a. **SOURCE DOCUMENTS (NOTICES/STATEMENTS)** – Document not created for purpose of ESG program (i.e. HMIS record, eviction notice, court order to leave apartment, etc).
- b. **WRITTEN DOCUMENTS (LETTERS/REFERRALS)** – Official communication issued on agency stationary or program template (i.e., Certification of homelessness, written referral form, etc).
- c. **VERBAL STATEMENTS** – From 3<sup>rd</sup> party providing verification and documented in case notes (signed & dated by case manager as true and complete).

**2) CASE MANAGERS' OBSERVATIONS:** Case notes documenting observations and assessment (signed & dated by case manager as true and complete).

**3) SELF-CERTIFICATION (INDIVIDUAL/HEAD OF HOUSEHOLD STATEMENT):** Written statement certified (signed & dated as true and complete). Document *DUE DILIGENCE* – effort to obtain 3<sup>rd</sup> party verification (i.e. phone logs, email correspondence, etc); details of outcome, including obstacles (signed & dated by case manager as true and complete).

Applicable	In File	<b>CATEGORY 1 – INDIVIDUALS &amp; FAMILIES AT RISK</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>Insufficient financial resources or support networks to prevent homelessness AND meet 1 of 6 risk factors:</b></p> <p><b>RISK 1: PERSISTENT HOUSING INSTABILITY (2 OR MORE MOVES WITHIN 60 DAYS) DUE TO ECONOMIC REASONS</b></p> <p><b>A. DOCUMENTATION OF HOUSING INSTABILITY (2 or more moves within 60 days)</b></p> <p><input type="checkbox"/> Written Third Party Document: i.e., HMIS records, referral from housing/service provider, letter from tenant/owner (case manager observation not appropriate)</p> <p style="text-align: center;"><b>AND</b></p> <p><b>B. DOCUMENTATION OF ECONOMIC REASONS (employment loss, unexpected medical costs, inability to maintain housing including utilities, etc.)</b></p> <p><input type="checkbox"/> Written Third Party Document: i.e., Notice of termination, health care and utility bills showing arrears (case manager observation not appropriate)</p>
<input type="checkbox"/> YES  <input type="checkbox"/> NO	<input type="checkbox"/>	

## AT RISK STATUS DOCUMENTATION CHECKLIST

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	<b>CATEGORY 1 – INDIVIDUALS &amp; FAMILIES AT RISK</b>
		<p><b>RISK 2: LIVING IN THE HOME OF ANOTHER BECAUSE OF ECONOMIC HARDSHIP</b></p> <p><b>A. DOCUMENTATION OF LIVING SITUATION (housing must be in the home of another (i.e., doubled up)</b></p> <p><input type="checkbox"/> <b>Written Third Party Document:</b> i.e., Letter from tenant/owner</p> <p><input type="checkbox"/> <b>Case Manager Observation:</b> Due diligence documented in case notes, signed &amp; dated</p> <p style="text-align: center;"><i>AND</i></p> <p><b>B. DOCUMENTATION OF ECONOMIC HARDSHIP (employment loss, unexpected medical costs, inability to maintain housing including utilities, etc.)</b></p> <p><input type="checkbox"/> <b>Written Third Party Document:</b> i.e., Notice of termination, health care and utility bills showing arrears (case manager observation not appropriate)</p> <p><b>RISK 3: HOUSING LOSS WITHIN 21 DAYS</b></p> <p><input type="checkbox"/> <b>Third Party Document (only Source or Written):</b></p> <p style="padding-left: 20px;"><b>I. If tenant/homeowner:</b> eviction notice, court order to leave within 21 days</p> <p style="padding-left: 20px;"><b>II. If living with another (doubled up):</b> eviction letter from tenant/homeowner</p> <p><b>RISK 4: LIVING IN A RENTED HOTEL/MOTEL (COST NOT COVERED BY CHARITABLE ORGANIZATION/GOVERNMENT PROGRAM</b></p> <p><input type="checkbox"/> <b>Written Third Party Document:</b> i.e., Letter from hotel/motel manager AND Cancelled checks, or other written document to verify costs have not been covered by charitable organization or government program.</p> <p><input type="checkbox"/> <b>Case Manager Observation:</b> Due diligence documented in case notes, signed &amp; dated</p> <p><b>RISK 5: LIVING IN A SEVERELY OVER-CROWED UNIT AS DEFINED BY U.S. CENSUS BUREAU</b></p> <p><b>DEFINED AS:</b> SRO or efficiency apartment with more than 2 people, or a larger housing unit with more than 1 ½ people per room</p> <p><input type="checkbox"/> <b>Written Third Party Document:</b> Verifying number of rooms AND number of individuals living in unit. Lease, unit details from Tax Assessor’s Office, etc.</p> <p><input type="checkbox"/> <b>Case Manager Observation:</b> Due diligence documented in case notes, signed &amp; dated</p>

# HOMELESS STATUS DOCUMENTATION CHECKLIST

Participant Household Name: \_\_\_\_\_

Initial or Re-Assessment: <input checked="" type="checkbox"/>	Date:	ESG Staff Initials:
<input type="checkbox"/> Initial Eligibility Assessment		
<input type="checkbox"/> Eligibility Re-Assessment		

## HUD'S PREFERRED ORDER OF DOCUMENTATION

**1) THIRD PARTY DOCUMENTATION:**

- a. **SOURCE DOCUMENTS (NOTICES/STATEMENTS)** – Document not created for purpose of ESG program (i.e. HMIS record, eviction notice, court order to leave apartment, etc).
- b. **WRITTEN DOCUMENTS (LETTERS/REFERRALS)** – Official communication issued on agency stationary or program template (i.e., Certification of homelessness, written referral form, etc).
- c. **VERBAL STATEMENTS** – From 3<sup>rd</sup> party providing verification and documented in case notes (signed & dated by case manager as true and complete).

**2) CASE MANAGERS' OBSERVATIONS:** Case notes documenting observations and assessment (signed & dated by case manager as true and complete).

**3) SELF-CERTIFICATION (INDIVIDUAL/HEAD OF HOUSEHOLD STATEMENT):** Written statement certified (signed & dated as true and complete). Document *DUE DILIGENCE* – effort to obtain 3<sup>rd</sup> party verification (i.e. phone logs, email correspondence, etc); details of outcome, including obstacles (signed & dated by case manager as true and complete).

Applicable	In File	<b>CATEGORY 1 – UNSHELTERED</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>PLACE NOT MEANT FOR HUMAN HABITATION</b>
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<ol style="list-style-type: none"> <li>1. <input type="checkbox"/> <b>Source Document:</b> i.e., Homeless certification/written referral from local law enforcement or emergency medical service agencies</li> <li>2. <input type="checkbox"/> <b>Written Third Party:</b> i.e., Homeless Certification and/or Referral Form (e.g., New Life Day Center, Steppin' To A New Beat, Paragon Family Practice, homeless street outreach provider, etc).</li> <li>3. <input type="checkbox"/> <b>Verbal Third Party:</b> Statement verifying information, documented in case notes as true and complete, explanation why third party written information was not available (signed &amp; dated by case manager)</li> <li>4. <input type="checkbox"/> <b>Intake Observations:</b> Documented observations and assessment in case notes (signed &amp; dated by case manager)</li> <li>5. <input type="checkbox"/> <b>Self-Certification:</b> Applicant self-declaration of homelessness, written statement signed &amp; dated as true and complete</li> </ol> <input type="checkbox"/> Documentation of due diligence in case notes (signed & dated by case manager)

# HOMELESS STATUS DOCUMENTATION CHECKLIST

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	<b>CATEGORY 1 – IN SHELTER</b>
<input type="checkbox"/> YES  <input type="checkbox"/> NO	<input type="checkbox"/>	<b>EMERGENCY SHELTER</b>  1. <input type="checkbox"/> <b>Source Document:</b> i.e. HMIS shelter stay record 2. <input type="checkbox"/> <b>Written Third Party:</b> Homeless Certification and/or Referral Form from shelter Case Worker, Housing Coordinator, other staff, etc. 3. <input type="checkbox"/> <b>Verbal Third Party:</b> Documented in notes as true and complete, explanation why third party written information was not available (signed & dated by case manager)

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	<b>CATEGORY 1 – EXITING AN INSTITUTION</b>
<input type="checkbox"/> YES  <input type="checkbox"/> NO	<input type="checkbox"/>	<b>HOSPITAL OR OTHER INSTITUTION</b> (Stay 90 days or less <b>AND</b> in emergency shelter or place not meant for human habitation immediately prior to admission)  <b>DOCUMENTING LENGTH OF STAY (MUST SPECIFY ENTRY/EXIT DATES OR DURATION OF STAY)</b> 1. <input type="checkbox"/> <b>Source Document:</b> i.e., Discharge paperwork, written referral on letterhead, etc. 2. <input type="checkbox"/> <b>Verbal Third Party:</b> Document due diligence to obtain third-party written verification  <p style="text-align: center;"><b>AND</b></p> <b>DOCUMENTING PRIOR LIVING SITUATION</b> 1. <input type="checkbox"/> <b>Source Document:</b> i.e., HMIS shelter stay, street outreach service record, et 2. <input type="checkbox"/> <b>Written Third Party:</b> i.e. Homeless Certification and/or written referral 3. <input type="checkbox"/> <b>Verbal Third Party:</b> Document due diligence to obtain third-party written verification 4. <input type="checkbox"/> <b>Self-Certification</b> <input type="checkbox"/> Documentation of due diligence

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	<b>CATEGORY 2 – IMMINENT RISK OF HOMELESSNESS</b>
<input type="checkbox"/> YES  <input type="checkbox"/> NO	<input type="checkbox"/>	<b>MUST MEET 3 CONDITIONS: 1) Housing Loss within 14 days, 2) No subsequent residence, and 3) Lack resources &amp; support networks to obtain other housing</b>  <b><i>If tenant/homeowner</i></b> 1. <input type="checkbox"/> <b>Source Document:</b> i.e., Landlord eviction notice, court order to vacate, or other equivalent notice under State law  <b><i>If in hotel/motel</i></b> 1. <input type="checkbox"/> <b>Source Document:</b> i.e., Hotel/motel receipt, bank statement, etc. 2. <input type="checkbox"/> <b>Written Third Party:</b> i.e. Formed filled out by hotel/motel manager, etc. 3. <input type="checkbox"/> <b>Verbal Third Party:</b> i.e. Statement from hotel/motel staff member, etc. <input type="checkbox"/> Documentation of due diligence  <b><i>If in other housing situation (i.e., doubled-up)</i></b>

**Exhibit 4**  
**ESG Checklist – Income**

# ESG DOCUMENTATION CHECKLIST: INCOME ELIGIBILITY

Participant Household Name: \_\_\_\_\_

Initial or Re-Assessment: <input checked="" type="checkbox"/>	Date:	ESG Staff Initials:
<input type="checkbox"/> Initial Eligibility Assessment		
<input type="checkbox"/> Eligibility Re-Assessment		

## HUD'S PREFERRED ORDER OF DOCUMENTATION

### 1) THIRD PARTY DOCUMENTATION:

- a. **SOURCE DOCUMENTS (NOTICES/STATEMENTS)** – Document not created for purpose of ESG program (i.e. wage pay stubs, Social Security benefits, banking checking/savings accounts, etc).
- b. **WRITTEN DOCUMENTS (LETTERS/REFERRALS)** – Official communication issued on agency stationary or program template.
- c. **VERBAL STATEMENTS** – From 3<sup>rd</sup> party providing verification and documented in case notes (signed & dated by case manager as true and complete).

2) **SELF-CERTIFICATION (INDIVIDUAL/HEAD OF HOUSEHOLD STATEMENT):** Written statement certified (signed & dated as true and complete). Document **DUE DILIGENCE** – effort to obtain 3<sup>rd</sup> party verification (i.e. phone logs, email correspondence, etc); details of outcome, including obstacles (signed and dated by case manager as true and complete).

In File (Always Applicable)	Documentation
<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<b>COMPLETED INITIAL/RE-CERTIFICATION CONSULTATION</b> – Case Worker assessment with applicant to determine eligibility and appropriate assistance type and amount (or recertify eligibility and reassess appropriate assistance type and amount).

Applicable	In File	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>HOUSEHOLD INCOME</b> – Documentation of each identified source of current income for the household and documentation of household income calculation indicating household gross income at or below <b>30% Area Median Income (AMI)</b> .
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<b>WAGES &amp; SALARY</b> <input type="checkbox"/> 1) <b>Source Document:</b> i.e., Most recent pay stubs, checking/savings account, etc. <input type="checkbox"/> 2) <b>Written Document:</b> i.e., Official communication on agency stationary or program template <input type="checkbox"/> 3) <b>Verbal Third Party:</b> Statement from employer verifying salary, recorded by case manager, and signed and dated as true and complete. <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> 4) <b>SELF-CERTIFICATION:</b> Applicant's certified written statement, signed and dated as true and complete. <input type="checkbox"/> <b>Due Diligence:</b> Documentation of due diligence in case notes (signed & dated by case manager)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<b>SELF EMPLOYMENT/BUSINESS INCOME</b> <input type="checkbox"/> 1) <b>Source Document:</b> i.e., Most recent federal or state tax returns showing business income, checking/savings account, etc. <input type="checkbox"/> 2) <b>Written Document:</b> i.e., Letter stating use of services <input type="checkbox"/> 3) <b>Self-Certification:</b> Applicant's certified written statement signed and dated as true and complete. Supported by applicant's written records of dates of service, accounting, etc. <input type="checkbox"/> <b>Due Diligence:</b> Documentation of due diligence in case notes (signed & dated by case manager)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<b>INTEREST &amp; DIVIDEND INCOME</b> <input type="checkbox"/> 1) <b>Source Document:</b> i.e., Recent interest or dividend income statement, federal or state tax return showing interest, dividend or other net income <input type="checkbox"/> 2) <b>Verbal Third Party:</b> Statement verifying interest/dividend income or other case file record of income information obtained by case manager

## ESG Documentation Checklist: Income Eligibility

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	HOUSEHOLD INCOME – Documentation of each identified source of current income for the household and documentation of household income calculation indicating household gross income at or below <b>30% Area Median Income (AMI)</b> .
		<input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> <b>2) Self-Declaration:</b> Applicant self-declaration of income statement <input type="checkbox"/> <b>Due Diligence:</b> Documentation of due diligence in case notes (signed & dated by case manager)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<b>PENSION/RETIREMENT INCOME</b> <input type="checkbox"/> <b>1) Source Document:</b> i.e., Recent payment statement, benefit notice, bank deposit statement, other written verification from income source, etc. <input type="checkbox"/> <b>2) Verbal Third Party:</b> Statement verifying pension/retirement income or other case file record of income information obtained by case manager <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> <b>3) Self-Declaration:</b> Applicant self-declaration of income statement <input type="checkbox"/> <b>Due Diligence:</b> Documentation of due diligence in case notes (signed & dated by case manager)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<b>UNEMPLOYMENT &amp; DISABILITY INCOME</b> <input type="checkbox"/> <b>1) Source Document:</b> Recent payment statement, benefit notice, bank deposit statement, or other written verification from income source <input type="checkbox"/> <b>2) Verbal Third Party:</b> Statement verifying Unemployment or SSI/SSDI income, or other case file record of income information obtained by case manager <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> <b>3) Self-Declaration:</b> Applicant self-declaration of income statement <input type="checkbox"/> <b>Due Diligence:</b> Documentation of due diligence in case notes (signed & dated by case manager)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<b>TANF/PUBLIC ASSISTANCE</b> <input type="checkbox"/> <b>1) Source Document:</b> Recent payment statement, benefit notice, bank deposit statement, or other written verification from income source <input type="checkbox"/> <b>2) Verbal Third Party:</b> Statement verifying public assistance income or other case file record of income information obtained by case manager <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> <b>3) Self-Declaration:</b> Applicant self-declaration of income statement <input type="checkbox"/> <b>Due Diligence:</b> Documentation of due diligence in case notes (signed & dated by case manager)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<b>ALIMONY, CHILD SUPPORT AND FOSTER CARE INCOME</b> <input type="checkbox"/> <b>1) Source Document:</b> Recent payment statement, benefit notice, bank deposit statement, or other written verification from income source <input type="checkbox"/> <b>2) Verbal Third Party:</b> Statement verifying alimony, child support, or foster care income, or other case file record of income information obtained by case manager <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> <b>3) Self-Declaration:</b> Applicant self-declaration form <input type="checkbox"/> <b>Due Diligence:</b> Documentation of due diligence in case notes (signed & dated by case manager)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<b>ARMED FORCES INCOME</b> <input type="checkbox"/> <b>1) Source Document:</b> Recent paystub(s), bank deposit statement, or other written verification from income source <input type="checkbox"/> <b>2) Verbal Third Party:</b> Statement verifying Armed Forces income or other case file record of income information obtained by case manager <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> <b>3) Self-Declaration:</b> Applicant self-declaration form <input type="checkbox"/> <b>Due Diligence:</b> Documentation of due diligence in case notes (signed & dated by case manager)

# ESG Documentation Checklist: Income Eligibility

<p><b>In File (Always Applicable)</b></p> <p><input checked="" type="checkbox"/></p>	<p><b>HOUSEHOLD INCOME CALCULATION</b> – Documentation of each identified source of current income for the household and documentation of household income calculation indicating household gross income at or below 30% Area Median Income.</p>
<p><input type="checkbox"/></p>	<p><b>INCOME CALCULATION WORKSHEET</b> – Documentation showing income calculation (estimated annual gross income based on current income) and comparison to Area Median Income.</p>

<p><b>In File (Always Applicable)</b></p> <p><input checked="" type="checkbox"/></p>	<p><b>OTHER HOUSING OPTIONS, FINANCIAL RESOURCES &amp; SUPPORT NETWORKS</b> – Documentation of whether household will become or remain homeless <i>“but for”</i> ESG assistance.</p>
<p><input type="checkbox"/></p>	<p><b>OTHER SUBSEQUENT HOUSING OPTIONS</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Self-Declaration:</b> Description of lack of other housing options as recorded on assessment form or other case file documentation (e.g., case notes)             <ul style="list-style-type: none"> <li><input type="checkbox"/> Brief, written description by case manager indicating absence of appropriate and/or reasonable housing options sufficient to prevent or end homelessness</li> </ul> </li> </ul>
<p><input type="checkbox"/></p>	<p><b>FINANCIAL RESOURCES &amp; SUPPORT NETWORKS</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Self-Declaration:</b> Description of lack of other financial resources and support networks as recorded on assessment form or other case file documentation (e.g., case notes)             <ul style="list-style-type: none"> <li><input type="checkbox"/> Self-declaration includes current bank account balance(s)</li> <li><input type="checkbox"/> Assessment and documentation (if applicable) of other assets, per ESG grantee asset policy, indicating allowable amount</li> <li><input type="checkbox"/> Brief, written description by case manager indicating absence of financial resources and support networks sufficient to prevent or end homelessness</li> </ul> </li> </ul>
<p><input type="checkbox"/></p>	<p><b>SIGNED STAFF CERTIFICATION OF ELIGIBILITY FOR ESG ASSISTANCE</b> (must use HUD form)</p>
<p><b>Notes:</b></p>	<p> </p> <p> </p> <p> </p>

## **Exhibit 5**

# **FY 2020 Fair Market Rent Documentation**



# FY 2020 FAIR MARKET RENT DOCUMENTATION SYSTEM

## The FY 2020 Lexington-Fayette, KY MSA FMRs for All Bedroom Sizes

### Final FY 2020 & Final FY 2019 FMRs By Unit Bedrooms

Year	Efficiency	<u>One- Bedroom</u>	<u>Two- Bedroom</u>	<u>Three- Bedroom</u>	<u>Four-Bedroom</u>
FY 2020 FMR	\$597	\$678	\$858	\$1,189	\$1,496
<u>FY 2019</u> <u>FMR</u>	\$617	\$692	\$883	\$1,231	\$1,551

Fayette County, KY is part of the Lexington-Fayette, KY MSA, which consists of the following counties: Bourbon County, KY; Clark County, KY; Fayette County, KY; Jessamine County, KY; Scott County, KY; and Woodford County, KY. All information here applies to the entirety of the Lexington-Fayette, KY MSA.

### Fair Market Rent Calculation Methodology

☰ *Show/Hide Methodology Narrative* ☰

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. 2013-2017 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area are used as the new basis for FY2020 provided the estimate is statistically reliable. For FY2020, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases. HUD does not receive the exact number of survey cases, but rather a categorical variable known as the count indicator indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2013-2017 5-year, HUD checks whether the area has had at least minimally reliable estimate in any of the past 3 years, or estimates that meet the 50% margin of error test described above. If so, the FY2020 base rent is the average of the inflated ACS estimates.

If an area has not had a minimally reliable estimate in the past 3 years, the estimate State for the area's corresponding metropolitan area (if applicable) or State non-metropolitan area is used as the basis for FY2020.

2. HUD calculates a recent mover adjustment factor by comparing a 2017 1-year 40th percentile recent mover 2-bedroom rent to the 2013-2017 5-year 40th percentile adjusted standard quality gross rent. If either the recent mover and non-recent mover rent estimates are not reliable, HUD uses the recent mover adjustment for a larger geography. For metropolitan areas, the order of geographies examined is: FMR Area, Entire Metropolitan Area (for Metropolitan Sub-Areas), State Metropolitan Portion, Entire State, and Entire US; for non-metropolitan areas, the order of geographies examined is: FMR Area, State Non-Metropolitan Portion, Entire State, and Entire US. The recent mover adjustment factor is floored at one.
3. HUD calculates the appropriate recent mover adjustment factor between the 5-year data and the 1-year data and applies this to the 5-year base rent estimate.
4. Rents are calculated as of 2018 using the relevant (regional or local) change in gross rent Consumer Price Index (CPI) from annual 2017 to annual 2018.
5. All estimates are then inflated from 2018 to FY2020 using a trend factor based on the forecast of gross rent changes through FY2020.
6. FY2020 FMRs are then compared to a State minimum rent, and any area whose preliminary FMR falls below this value is raised to the level of the State minimum.
7. FY2020 FMRs may not be less than 90% of FY2019 FMRs.

### **The results of the Fair Market Rent Step-by-Step Process**

1. The following are the 2017 American Community Survey 5-year 2-Bedroom Adjusted Standard Quality Gross Rent estimate and margin of error for Lexington-Fayette, KY MSA.

Area	ACS <sub>2017</sub> 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent	ACS <sub>2017</sub> 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent Margin of Error	Ratio	Sample Size Category	Result
Lexington-Fayette, KY MSA	\$743	\$11	\$11 / \$743=0.015	6	0.015 < .5 6 ≥ 4

Use  
ACS<sub>2017</sub>  
5-Year  
Lexington-  
Fayette,  
KY MSA 2-  
Bedroom  
Adjusted  
Standard  
Quality  
Gross  
Rent

Since the ACS<sub>2017</sub> Margin of Error Ratio is less than .5, the ACS<sub>2017</sub> Lexington-Fayette, KY MSA value is used for the estimate of 2-Bedroom Adjusted Standard Quality Gross Rent:

Area	FY2020 Base Rent
Lexington-Fayette, KY MSA	\$743

2. A recent mover adjustment factor is applied based on the smallest area of geography which contains Lexington-Fayette, KY MSA and has an ACS<sub>2017</sub> 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than .5.

Area	ACS <sub>2017</sub> 1-Year Adjusted Standard Quality Recent-Mover Gross Rent	ACS <sub>2017</sub> 1-Year Adjusted Standard Quality Recent-Mover Gross Rent Margin of Error	Ratio	Sample Size Category	Result
Lexington-Fayette, KY MSA – 2 Bedroom	\$792	\$48	0.061	5	0.061 < .5 5 ≥ 4 Use ACS <sub>2017</sub> 1-Year Lexington-Fayette, KY MSA 2-Bedroom Adjusted Standard Quality Recent-Mover Gross Rent

The smallest area of geography which contains Lexington-Fayette, KY MSA and has an ACS<sub>2017</sub> 1-year Adjusted Standard Quality Recent-Mover estimate with a

Margin of Error Ratio that is less than .5 and with a sufficient number of sample cases is Lexington-Fayette, KY MSA.

3. The calculation of the relevant Recent-Mover Adjustment Factor for Lexington-Fayette, KY MSA is as follows:

<b>ACS<sub>2017</sub> 5-Year Area</b>	<b>ACS<sub>2017</sub> 5-Year 40th Percentile Adjusted Standard Quality Gross Rent</b>	<b>ACS<sub>2017</sub> 1-Year 40th Percentile Adjusted Standard Quality Recent-Mover Gross Rent</b>
Lexington-Fayette, KY MSA – 2 Bedroom	\$743	\$792

<b>Area</b>	<b>Ratio</b>	<b>Recent-Mover Adjustment Factor</b>
Lexington-Fayette, KY MSA	$\frac{\$792}{\$743} = 1.066$	$1.0659 \geq 1.0$ Use calculated Recent-Mover Adjustment Factor of 1.0659

4. The calculation of the relevant CPI Update Factors for Lexington-Fayette, KY MSA is as follows: HUD updates the 2017 intermediate rent with the ratio of the annual 2018 local or regional CPI to the annual 2017 local or regional CPI to establish rents as of 2018.

<b>Update Factor</b>	<b>Type</b>
CPI Update Factor <u>1.0299</u>	Region CPI

5. The calculation of the Trend Factor is as follows: HUD forecasts the change in national gross rents from 2018 to 2020 for each CPI area and Census Region. This makes Fair Market Rents "as of" FY2020.

<b>Trend Factor</b>	<b>Trend Factor Type</b>
<u>1.0513</u>	Region

6. The FY 2020 2-Bedroom Fair Market Rent for Lexington-Fayette, KY MSA is calculated as follows:

<b>Area</b>	<b>ACS<sub>2017</sub> 5-Year Estimate</b>	<b>Recent-Mover Adjustment Factor</b>	<b>Annual 2017 to 2018 CPI Adjustment</b>	<b>Trending 1.0513 to FY2020</b>	<b>FY 2020 2-Bedroom FMR</b>
Lexington-Fayette,	\$743	1.0659	1.0299	1.0513	$\$743 * 1.066 * 1.0299 *$

7. In keeping with HUD policy, the preliminary FY 2020 FMR is checked to ensure that it does not fall below the state minimum.

Area	Preliminary FY2020 2-Bedroom FMR	FY 2020 Kentucky State Minimum	Final FY2020 2-Bedroom FMR
Lexington-Fayette, KY MSA	\$858	<u>\$631</u>	\$858 ≥ \$631 Use Lexington-Fayette, KY MSA FMR of \$858

8. Bedroom ratios are applied to calculate FMRs for unit sizes other than two bedrooms.

Click on the links in the table to see how the bedroom ratios are calculated.

FY 2020 FMRs By Unit Bedrooms					
	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
FY 2020 FMR	\$597	\$678	\$858	\$1,189	\$1,496

9. The FY2020 FMR must not be below 90% of the FY2019 FMR.

	<b>Efficiency</b>	<b>One-Bedroom</b>	<b>Two-Bedroom</b>	<b>Three-Bedroom</b>	<b>Four-Bedroom</b>
FY2019 FMR	\$617	\$692	\$883	\$1,231	\$1,551
FY2019 floor	\$555	\$623	\$795	\$1,108	\$1,396
FY 2020 FMR	\$597	\$678	\$858	\$1,189	\$1,496
Use FY2019 floor for FY2020?	No	No	No	No	No

**Final FY2020 Rents for All Bedroom Sizes for Lexington-Fayette, KY MSA**

The following table shows the Final FY 2020 FMRs by bedroom sizes.

**Final FY 2020 FMRs By Unit Bedrooms**

	<b>Efficiency</b>	<b>One-Bedroom</b>	<b>Two-Bedroom</b>	<b>Three-Bedroom</b>	<b>Four-Bedroom</b>
Final FY 2020 FMR	\$597	\$678	\$858	\$1,189	\$1,496

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

Permanent link to this page: [http://www.huduser.gov/portal/data/sets/fmr/fmrs/FY2020\\_code/2020summary.odn?&year=2020&fmrtype=Final&selection\\_type=county&fips=2106799999](http://www.huduser.gov/portal/data/sets/fmr/fmrs/FY2020_code/2020summary.odn?&year=2020&fmrtype=Final&selection_type=county&fips=2106799999)

### Select a different area

Press below to select a different county within the same state (same primary state for metropolitan areas):

Adair County, KY	▲	Select a new county
Allen County, KY		
Anderson County, KY		
Ballard County, KY		
Barren County, KY	▼	

Press below to select a different state:

Select a Final FY 2020 Metropolitan FMR Area:

Lexington-Fayette, KY MSA	▼
Select Metropolitan FMR Area	

| [HUD Home Page](#) | [HUD User Home](#) | [Data Sets](#) | [Fair Market Rents](#) | [Section 8 Income Limits](#)  
| [FMR/IL Summary System](#) | [Multifamily Tax Subsidy Project \(MTSP\) Income Limits](#) | [HUD LIHTC Database](#) |

Prepared by the [Program Parameters and Research Division](#), HUD. Technical problems or questions? [Contact Us](#).

**Exhibit 6**  
**Rent Reasonableness**

## RENT REASONABLENESS CHECKLIST & CERTIFICATION

	Proposed Unit	Unit #1	Unit #2	Unit #3
Street Address				
Unit Number				
Zip Code				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
<b>AMENITIES:</b>				
Accessibility/Bus Line				
Laundry On-Site				
Washer/Dryer Hook-Up				
Handicap Accessible?				
Housing Type				
Neighborhood				
Year Built				
Utilites Tenant Pays				
Utility Cost estimate				
Unit Rent				
<b>Gross Rent</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**CERTIFICATION:**

**A. Compliance with Payment Standard**

<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Proposed Unit Rent +	Utility Estimate =	Gross Rent	

Approved Rent Does NOT Exceed Applicable Payment Standard of:

          **\$0**          

**B. Rent Reasonableness**

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit       **IS** reasonable       **IS NOT** reasonable

**Signature** \_\_\_\_\_

\_\_\_\_\_

MAYOR JIM GRAY



**LEXINGTON**

CHARLIE LANTER  
DIRECTOR  
GRANTS & SPECIAL PROGRAMS

**TO: Grants & Special Programs Staff Members; ESG Subrecipients**

**FROM: Charlie Lanter, Director**

A handwritten signature in black ink, appearing to read 'C. Lanter', written over the printed name.

**DATE: October 12, 2017**

**RE: ESG Rent Reasonableness Policy**

---

This memo serves as the Emergency Solutions Grant Rent Reasonableness Policy for the LFUCG Division of Grants & Special Programs and establishes policy effective on the date of issue, replacing all previous policy and guidance distributed by or within the Division. This policy also provides guidance for using Fair Market Rents (FMR) and Rent Reasonableness to determine whether a unit may be allowed for purposes of ESG assistance. The memo does not supersede any federal law or regulation and if found to differ the federal law or regulation applies.

#### **Rent Reasonableness and Fair Market Rent (FMR)**

ESG rental assistance cannot be provided for a housing unit unless the total rent for the unit does not exceed the fair market rent established by the U.S. Department of Housing and Urban Development (HUD), as provided under 24 CFR 982.502, and complies with HUD's standard of rent reasonableness as established under 24 CFR 982.507. These rent restrictions are intended to make sure that program participants can remain in their housing after their ESG assistance ends.

#### **Fair Market Rent (FMR)**

FMRs are gross rent estimates. HUD annually estimates FMRs for thousands of communities including Lexington-Fayette County. HUD sets FMRs to assure that a sufficient supply of rental housing is available to program participants. By law HUD is required to publish new FMRs at the start of the federal fiscal year on October 1. Fair Market Rents are updated by HUD each year and will be provided upon release to ESG partners and subrecipients by the Division of Grants & Special Programs. They can also be found online at: <https://www.huduser.gov/portal/datasets/fmr.html>



When calculating the FMR, be sure to include the utility allowance provided by the Division of Grants & Special Programs. The monthly utility allowance is added only for those utilities that the tenant pays for separately from the rent (i.e. if range and refrigerator are included in the rental price, the monthly allowance for those items would not be used in the calculation). The utility allowance does not include telephone, cable or satellite television service, and Internet service. If all utilities are included in the rent, there is no utility allowance.

When calculating whether or not the "Contract Rent" (the amount payable to the landlord) is at or below the FMR, be sure to add the contract rent to the utility allowance. To determine whether or not the proposed unit meets the FMR requirements use this formula:

**FMR – Utility costs Included In rent per Utility Allowance schedule = Maximum allowed Contract Rent**

Examples:

- The FY 2018 FMR for a 2BR unit in Lexington-Fayette County = \$820.
- The proposed 2 bedroom apartment unit in Lexington-Fayette County has a Contract Rent of \$600 with no utilities paid.
- The Utility Allowance total is \$200. (Sample purposes only. Use provided schedule for actual.)
- So, the total allowable Contract Rent is calculated like this:  $\$600 + \$200 = \$800$ . Since \$820 is the maximum rent allowed, the proposed unit meets the FMR standard and can be reviewed for rent reasonableness.

**Rent Reasonableness**

The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units. Sample rents may not all be taken from units within the same apartment complex.

- Rent reasonableness can be determined by using local resources such as market surveys, classified ads, and information from real estate agents.
- Supporting documentation must be provided, including a copy of the signed and dated Rent Reasonableness Checklist and Certification included with this memo.
- The proposed unit must be compared to three (3) other comparable units.
- Rent is considered reasonable if it is no more than \$50 greater than the highest monthly rent of the three (3) comparable units used for comparison.

## RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	UNIT #1	UNIT #2	UNIT #3
ADDRESS				
NUMBER OF BEDROOMS				
SQUARE FEET				
TYPE OF UNIT/CONSTRUCTION				
HOUSING CONDITION				
LOCATION/ACCESSIBILITY				
AMENITIES				
UNIT:				
SITE:				
NEIGHBORHOOD:				
AGE IN YEARS				
UTILITIES (TYPE)				
UNIT RENT				
UTILITY ALLOWANCE				
GROSS RENT				
HANDICAP ACCESSIBLE?				

**CERTIFICATION:**

**A. COMPLIANCE WITH PAYMENT STANDARD**

\_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_  
**PROPOSED CONTRACT RENT + UTILITY ALLOWANCE = PROPOSED GROSS RENT**

APPROVED RENT DOES NOT EXCEED APPLICABLE PAYMENT STANDARD OF

\$ \_\_\_\_\_.

**B. RENT REASONABLENESS**

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable.

<b>NAME:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>
--------------	-------------------	--------------

**Exhibit 7**  
**FY 2020 Income Limits**



# FY 2020 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](http://HUD.gov) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

## FY 2020 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2020 Income Limit Area	Median Family Income <input type="button" value="Explanation"/>	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
<b>Lexington-Fayette, KY MSA</b>	\$79,400	Very Low (50%) Income Limits (\$) <input type="button" value="Explanation"/>	27,800	31,800	35,750	<b>39,700</b>	42,900	46,100	49,250	52,450
		Extremely Low Income Limits (\$)* <input type="button" value="Explanation"/>	16,700	19,050	21,720	<b>26,200</b>	30,680	35,160	39,640	44,120
		Low (80%) Income Limits (\$) <input type="button" value="Explanation"/>	44,450	50,800	57,150	<b>63,500</b>	68,600	73,700	78,750	83,850

**NOTE:** Fayette County is part of the **Lexington-Fayette, KY MSA**, so all information presented here applies to all of the **Lexington-Fayette, KY MSA**.

The **Lexington-Fayette, KY MSA** contains the following areas: Bourbon County, KY; Clark County, KY; Fayette County, KY; Jessamine County, KY; Scott County, KY; and Woodford County, KY.

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the [Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2020 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2020 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

FY2019 Median Family Income and Income Limits for Lexington-Fayette, KY MSA

Select a different county or county equivalent in Kentucky:

- Cumberland County ▲
- Daviess County
- Edmonson County
- Elliott County
- Estill County
- Fayette County ▼

Select county or county equivalent

Select any FY2020 HUD Metropolitan FMR Area's Income Limits:

Lexington-Fayette, KY MSA

Select HMFA Income Limits Area

Or press below to start over and select a different state:

Select a new state

Update URL For bookmarking or E-Mailing

Prepared by the Program Parameters and Research Division, HUD.

**Exhibit 8**  
**Utility Schedule**

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type						Date (mm/dd/yyyy)
Lexington Housing Authority		Apartment						01/01/2020
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas	33	39	46	53	63	69	
	Bottled Gas	58	81	104	127	162	185	
	Electric	30	42	54	66	84	96	
	Electric - Heat Pump	30	42	54	66	84	96	
	Fuel Oil	43	60	77	94	119	156	
	Other							
Cooking	Natural Gas	3	4	5	7	9	10	
	Bottled Gas	12	17	21	26	33	38	
	Electric	5	7	9	11	15	17	
	Other							
Other Electric		32	38	44	50	59	65	
Air Conditioning		4	5	6	7	8	9	
Water Heating	Natural Gas	7	9	12	14	18	21	
	Bottled Gas	26	36	47	57	72	83	
	Electric	14	20	25	31	40	45	
	Fuel Oil	19	26	33	41	52	59	
Water		26	34	48	60	76	91	
Sewer		16	26	42	63	84	105	
Trash Collection		17	17	17	17	17	17	
Other - specify								
Range/Microwave		10	10	10	10	10	10	
Refrigerator		10	10	10	10	10	10	
Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
					Cooking			
Unit Address					Other Electric			
					Air Conditioning			
Number of Bedrooms					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			

Utility Allowance Schedule  
See Public Reporting and Instructions on back.

U.S Department of Housing and  
Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type					Date (mm/dd/yyyy)	
Lexington Housing Authority		Duplex/Townhouse/Row					01/01/2020	
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas	33	40	47	54	65	72	
	Bottled Gas	61	85	109	134	170	194	
	Electric	32	44	57	69	88	101	
	Electric - Heat Pump	32	44	57	69	88	101	
	Fuel Oil	45	63	80	98	125	143	
	Other							
Cooking	Natural Gas	3	4	5	7	9	10	
	Bottled Gas	12	17	21	26	33	38	
	Electric	5	7	9	11	15	17	
	Other							
Other Electric		32	38	44	50	59	65	
Air Conditioning		4	5	6	7	8	9	
Water Heating	Natural Gas	7	9	12	14	18	21	
	Bottled Gas	26	36	47	57	72	83	
	Electric	14	20	25	31	40	45	
	Fuel Oil	19	26	33	41	52	59	
Water		26	34	48	60	76	91	
Sewer		16	26	42	63	84	105	
Trash Collection		17	17	17	17	17	17	
Other - specify								
Range/Microwave		10	10	10	10	10	10	
Refrigerator		10	10	10	10	10	10	
Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
Unit Address					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
					Water			
					Sewer			
					Trash Collection			
Number of Bedrooms					Other			
					Range/Microwave			
					Refrigerator			
					Total			

Utility Allowance Schedule  
See Public Reporting and Instructions on back.

U.S Department of Housing and  
Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type						Date (mm/dd/yyyy)
Lexington Housing Authority		House						01/01/2020
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas	35	43	51	58	70	78	
	Bottled Gas	67	94	120	147	187	214	
	Electric	35	49	62	76	97	111	
	Electric – Heat Pump	35	49	62	76	97	111	
	Fuel Oil	49	69	89	108	138	157	
	Other							
Cooking	Natural Gas	3	4	5	7	9	10	
	Bottled Gas	12	17	21	26	33	38	
	Electric	5	7	9	11	15	17	
	Other							
Other Electric		32	38	44	50	59	65	
Air Conditioning		4	5	6	7	8	9	
Water Heating	Natural Gas	7	9	12	14	18	21	
	Bottled Gas	26	36	47	57	72	83	
	Electric	14	20	25	31	40	45	
	Fuel Oil	19	26	33	41	52	59	
Water		26	34	48	60	76	91	
Sewer		16	26	42	63	84	105	
Trash Collection		17	17	17	17	17	17	
Other – specify								
Range/Microwave		10	10	10	10	10	10	
Refrigerator		10	10	10	10	10	10	
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
					Cooking			
Unit Address					Other Electric			
					Air Conditioning			
Number of Bedrooms					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type						Date (mm/dd/yyyy)
Lexington Housing Authority		Mobile Home						01/01/2020
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas	39	48	58	67	81	90	
	Bottled Gas	86	94	144	176	224	256	
	Electric	42	58	75	91	116	133	
	Electric - Heat Pump	42	58	75	91	116	133	
	Fuel Oil	59	83	106	130	165	189	
	Other							
Cooking	Natural Gas	3	4	5	7	9	10	
	Bottled Gas	12	17	21	26	33	38	
	Electric	5	7	9	11	15	17	
	Other							
Other Electric		32	38	44	50	59	65	
Air Conditioning		4	5	6	7	8	9	
Water Heating	Natural Gas	7	9	12	14	18	21	
	Bottled Gas	26	36	47	57	72	83	
	Electric	14	20	25	31	40	45	
	Fuel Oil	19	26	33	41	52	59	
Water		26	34	48	60	76	91	
Sewer		16	26	42	63	84	105	
Trash Collection		17	17	17	17	17	17	
Other - specify								
Range/Microwave		10	10	10	10	10	10	
Refrigerator		10	10	10	10	10	10	
Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
					Cooking			
					Other Electric			
					Air Conditioning			
Unit Address					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Other			
Number of Bedrooms					Range/Microwave			
					Refrigerator			
					Total			

**Exhibit 9**  
**Rental Assistance Agreement**

## Rental Assistance Agreement for ESG

---

RE: \_\_\_\_\_ SSN XXX-XX-  
Applicant's Name (print) (last four digits)

Client name / Tenant: \_\_\_\_\_

Unit address: \_\_\_\_\_

Please indicate the type of rental assistance being provided (check all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> Tenant based rental assistance | <input type="checkbox"/> Project based rental assistance |
| <input type="checkbox"/> Current/Ongoing                | <input type="checkbox"/> Arrears only                    |

This rental assistance agreement is by and between \_\_\_\_\_

(Agency Name) and \_\_\_\_\_ (Landlord/Owner). The effective date is

\_\_\_\_\_. The total unit rent as identified in the lease, is \$ \_\_\_\_\_ per month and is due

on the \_\_\_\_\_ day of each month. The owner/landlord agrees to accept and

\_\_\_\_\_ agrees to pay rental assistance payments for the above reference tenant for

a period not to exceed \_\_\_\_\_ months. This rental assistance agreement will terminate on one of the

following:

The date this agreement is scheduled to end \_\_\_\_\_

- (1) The tenant moves out of the housing unit
- (2) The lease terminates and is not renewed
- (3) The tenant becomes ineligible to receive ESG rental assistance
- (4) If the unit fails to meet the habitability standards of 24 CFR 576.403(c)

The landlord/owner further agrees that during the term of this agreement, the landlord/owner will provide \_\_\_\_\_ (agency name) with copies of any lease violations, or notice to vacate the unit that are provided to the tenant. Rental assistance will be paid as follows:

\_\_\_\_\_ (agency name) agrees to pay the full monthly rent amount  
\_\_\_\_\_ (agency name) will pay a portion of the monthly rent as described below:  
\$ \_\_\_\_\_ will be/is \_\_\_\_\_ (agency name) responsibility  
\$ \_\_\_\_\_ will be/is tenant's responsibility

\_\_\_\_\_  
Landlord/Owner Date

\_\_\_\_\_  
Agency Representative Date

---

**WARNING:** It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.

KHC Form HCA-171 (Rev. 3/17)



**Exhibit 10**  
**Recertification Procedure**

## **ESG HOMELESS PREVENTION PROGRAM RECERTIFICATION PROCEDURE**

**PROGRAM GOALS:** Household obtains housing and remains stably housed.

### **PROGRAM ENROLLMENT PERIOD**

- Enrolled up to 3 months (short term assistance)
- Re-evaluate after 3 months of assistance
- Maximum of 12 months enrollment (medium term assistance)
  - Most households will be enrolled for short term assistance, but
  - Re-enrollment is desired over a negative outcome

### **RECERTIFICATION FOR INTERMEDIATE TERM ASSISTANCE**

After 3 months of assistance, recertification is required if longer assistance is to be requested. Case managers assess the presence of ongoing barriers to stable housing and/or risk factors that indicate a household continues to need assistance to prevent homelessness and maintain current housing. The case manager determines how much assistance a household actually needs to be stabilized at that point. Assistance levels can then be adjusted to assist the household.

The appropriate level of financial assistance and/or housing relocation and stabilization services should be based on a household's specific needs. While a household may have been approved for short term assistance during the original intake, it is important for case managers to determine if longer assistance is needed for the household to remain stably housed. Recertification for additional months of assistance may be appropriate if the household is at greater risk of losing housing due to identified housing barriers, target populations recognized as high risk for homelessness, and/or circumstances that add to the household's burden of maintaining housing.

### **IDENTIFYING HOUSEHOLDS**

- **Housing Barriers:** Households with barriers that threaten housing stability (see *Housing Barriers Assessment Tool*).
- **High Risk Households:** Populations recognized as high risk for homelessness, such as,
  - Families with children,
  - Victims of domestic violence,
  - People with disabilities and/or receiving SSI,
  - Persons over 50 years old, and
  - Ex-offenders leaving jail.
- **Situations/Circumstances threatening housing stability:** For example, an unexpected expense impacting household income.

### **RECERTIFICATION ASSESSMENT PROCEDURE**

- (1) Completed through a face-to-face meeting & documented in case notes
- (2) Documentation of assessment must be in participant's case file before approval of any additional assistance (see *Recertification Assessment* form) and include,
  - a. New income evaluation (income worksheet, verification of income, and budget)
  - b. New declaration documenting lack of financial resources, support networks, or other housing options

**Exhibit 11**  
**Lead Disclosure**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

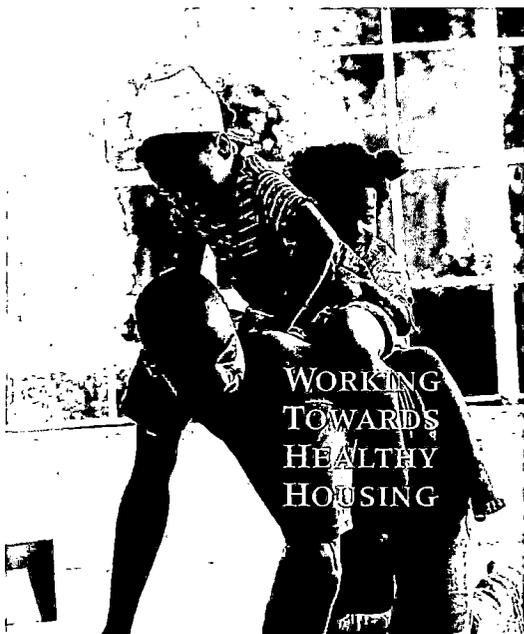
**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

## **Exhibit 12**

### **Lead Program Brochures**



WORKING  
TOWARDS  
HEALTHY  
HOUSING

The U.S. Department of Housing and Urban Development's (HUD) Healthy Homes Program helps make our home safer. The Program provides homeowners and rental property owners with practical information about how to prevent *health* and *safety* hazards.

**U.S. Department of Housing and Urban Development**  
Healthy Homes Program  
U.S. Department of Housing and Urban Development  
Room 5208  
Washington, DC 20006-5208

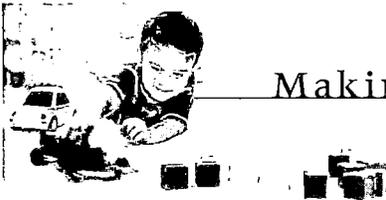
Official Business  
Penalty for Private Use \$300  
Return Service Requested

FIRST CLASS MAIL  
POSTAGE & FEES PAID  
PHENIXIA, CA 94755

# Healthy Homes PROGRAM

**U.S. Department of Housing and Urban Development**  
Office of Healthy Homes and Lead Hazard Control





# Making Your Home a Healthier and Safer Place to Live.

## Asthma and Allergies

Asthma attacks can be triggered by allergens in the home, including mold, dust mites, rodents, excess dust, and second-hand smoke.

To help reduce asthma and allergy symptoms:

- **Achieve good indoor air quality.** Maintain a well-ventilated home. Free of pollutants such as tobacco smoke and carbon monoxide.
- **Use dust mite mattress and pillow covers.** Wash bedding in hot water, greater than 130F, every week to kill dust mites.
- **Eliminate cockroaches and pests.** Use gel baits, seal cracks, and eliminate sources of food and water. Thoroughly clean the home to eliminate cock dust.

## Mold and Moisture Control

Mold and moisture increase allergen substances that can trigger illness and asthma and cause building deterioration. Mold may be present in places where excess moisture or water damage has occurred.

To prevent mold and moisture hazards in the home:

- **Vent clothes dryers and exhaust fans to the exterior.** Be sure not to vent dryers or fans into crawl spaces or attics.
- **Repair water leaks.** Immediately fix plumbing leaks and leaks that allow rainwater into the home.
- **Replace water-damaged materials.** Replace materials when surfaces have been wet for more than 48 hours. Remove stored materials, such as cardboard boxes, to damp basements.
- **Insulate cold water pipes.** Uninsulated pipes cause condensation and excess moisture.
- **Routinely check and clean gutters** so runoff is diverted from the foundation.

## Home Safety and Unintentional Injuries

Unintentional injuries from falls, poisoning, choking, and suffocation, are the number one killer of children in America. Many of these injuries can be prevented with low-cost measures and proper education.

Take the following steps to help increase home safety:

- **Install and routinely test smoke detectors and carbon monoxide alarms.** Also, never use the kitchen stove or oven to heat your home. Always turn on the kitchen exhaust fan when cooking.
- **Eliminate tripping hazards.** Pick up hazards such as toys or shoes. Repair cracked or worn stairs. Use non-slip mats and floor mats.
- **Poison-proof your home or property.** If children are present, install safety locks on all cabinets and drawers that contain harmful products. Keep medicines in a locked cabinet out of children's reach, and properly dispose of expired medicines or when they are no longer needed.
- **Keep firearms in locked cabinets and use trigger locks.**

## Lead Hazards

In many homes built before 1978, deteriorating lead paint causes lead hazards in dust and soil. Young children, pregnant women, and pets can ingest this dust and soil and become poisoned. To prevent lead poisoning in children that live in homes built before 1978:

- **Repair peeling and deteriorating paint.** Always use lead-safe work practices when disturbing paint that may contain lead. To find a qualified lead service provider please visit [www.leadlisting.org](http://www.leadlisting.org) to find out about lead-safe work practices please visit [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead).
- **Keep children, pregnant or breastfeeding women, pets, and others not working on the jobs away from renovation or remodeling work areas.** Young children and pregnant women could be exposed to high levels of lead dust while repairs are under way.
- **Reduce lead risks by teaching children to wash their hands often and to put only food in their mouths.**
- **Prevent dust from spreading.** Clean hard surfaces in your home with a wet mop or rag. Use a HEPA (high efficiency) vacuum when cleaning carpets. Household vacuums may scatter the lead-contaminated dust throughout your home.

## Indoor Air Quality

Children spend most of their time indoors. For their size, children breathe up to twice as much air as adults. That means children are at greater risk for health problems that come from indoor air pollution.

To prevent poor indoor air quality in homes:

- **Service gas and oil appliances regularly.** Avoid inefficient burning of gas and oil that can contaminate the air.
- **Store solvent chemicals away from the home.** Properly dispose of solvent chemicals you don't need. Open windows or use fans to let in fresh air whenever someone uses solvent chemicals in the home or garage.
- **Air-out new carpets and furniture.** Get new carpets, furniture, and building materials out of at least a day before bringing it to your home. If possible, open windows for several days after installing carpet.
- **Avoid smoking in your home or car and never smoke near children.**

To find out how you can get involved with the Healthy Homes Program or to read more about the program's benefits please visit the Web site at [www.hud.gov/healthyhomes](http://www.hud.gov/healthyhomes).

### Additional Resources

- CDC National Center for Environmental Health—[www.cdc.gov/nceh/](http://www.cdc.gov/nceh/)
- EPA Indoor Air Quality—[www.epa.gov/iaq/](http://www.epa.gov/iaq/)
- EPA Office of Children's Health Protection—[www.epa.gov/children/](http://www.epa.gov/children/)
- USDA - HUD Healthy Home Partnership—[www.uwex.edu/healthyhome/](http://www.uwex.edu/healthyhome/)
- National Institute for Standards and Technology's Building and Fire Research Laboratory—[www.nist.gov/](http://www.nist.gov/)



# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

## Are You Planning to Buy or Rent a Home Built Before 1978?

---

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

**Read this entire brochure to learn:**

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

**Before renting or buying a pre-1978 home or apartment, federal law requires:**

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

**If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:**

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### **If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## **Lead Gets into the Body in Many Ways**

---

### **Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### **Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### **Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

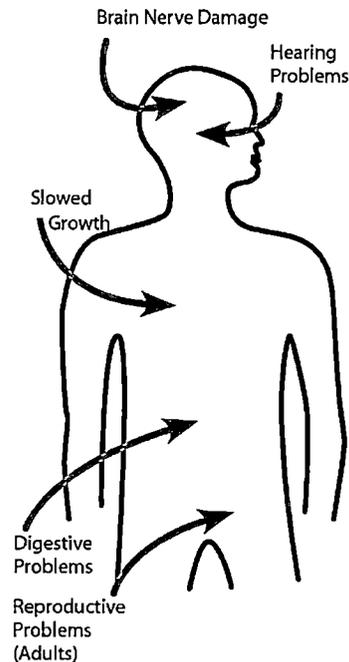
## Health Effects of Lead

---

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### **In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

---

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

---

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally assisted, federally owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

---

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

---

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

---

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sampling bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

---

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

---

<sup>3</sup> Hearing-or speech challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

## **What You Can Do Now to Protect Your Family**

---

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

---

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting, by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

---

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

---

**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

---

**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

---

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

## For More Information

---

### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

---

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT) One Congress Street  
Boston, MA 02114-2023  
(617) 918-1524

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## **Consumer Product Safety Commission (CPSC)**

---

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## **U. S. Department of Housing and Urban Development (HUD)**

---

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule which protects families in pre-1978 assisted housing and the lead hazard control and research grant programs.

### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/offices/lead/

---

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

---

# **IMPORTANT!**

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children, babies, and fetuses even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

## **Exhibit 13**

# **Treatment of Assets Policy**



Lexington-Fayette Urban County Government  
DEPARTMENT OF SOCIAL SERVICES

Jim Gray  
Mayor

Chris Ford  
Commissioner

## **EMERGENCY SOLUTIONS GRANT ASSETS POLICY**

### **Household Assets**

Part of determining eligibility for ESG assistance is assessing the household's situation to determine if the household has any other financial resources, support networks, or subsequent housing options. A review of the household's assets is a relevant part of this analysis. This policy establishes how assets are to be determined for ESG eligibility.

### **Treatment of Assets**

Applicants with assets greater than the amount of one month's rent (including monthly allowance for tenant-supplied utilities as per LFUCHA chart) are responsible to use their assets to pay the difference towards their first month's rent, security and utility deposit (if applicable). Consecutive months would follow the ESG financial assistance provided to all qualified participants. Assets to be considered are limited to balances in personal checking and/or savings accounts held by household members over 18 years of age. Assets held in retirement, education, or IDA accounts, and personal property are not included in the assessment of assets.



*We Do Business in Accordance With the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). It is illegal to discriminate against any person because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin.*